
EXHIBIT F14

SUPPLEMENTAL AGREEMENT NESHAMINY INTERCEPTOR,
DATED FEBRUARY 7, 2018, BY AND BETWEEN THE BUCKS
COUNTY WATER AND SEWER AUTHORITY AND THE
TOWNSHIP OF LOWER MAKEFIELD

SUPPLEMENTAL AGREEMENT
NESHAMINY INTERCEPTOR

THIS AGREEMENT made and concluded this 7th day of February, 2018, by and between the **BUCKS COUNTY WATER AND SEWER AUTHORITY**, an authority organized and existing pursuant to the laws of the Commonwealth of Pennsylvania maintaining a principal place of business in Warrington, Pennsylvania (hereinafter referred to as “BCWSA”) and **TOWNSHIP OF LOWER MAKEFIELD**, an authority organized and existing pursuant to the laws of the Commonwealth of Pennsylvania maintaining a principal place of business in Yardley, Pennsylvania (hereinafter referred to as “Township”).

WHEREAS, BCWSA owns and operates the sanitary sewer collection facilities known as the Neshaminy Interceptor;

WHEREAS, BCWSA and Township have an existing Interceptor Agreement dated October 28, 1975;

WHEREAS, the improvements associated with the Neshaminy Interceptor include sanitary sewer pipes, pump stations, metering pits, manholes and other facilities;

WHEREAS, the Neshaminy Interceptor conveys sanitary sewer flow (also referred to herein as “wastewater flow”) from various municipalities and other entities located in portions of Bucks County to an interceptor owned and maintained by the City of Philadelphia which said interceptor then conveys the effluent from the Neshaminy Interceptor to a sewer treatment plant owned and maintained by the City of Philadelphia;

WHEREAS, the City of Philadelphia treats the effluent discharged into the Neshaminy Interceptor pursuant to an Agreement between BCWSA and the City of Philadelphia (hereinafter referred to as “City of Philadelphia Agreement”) which imposes limitations on BCWSA related to flows including peak wet weather flows. A copy of that Agreement is attached hereto, incorporated

herein and marked as Exhibit “A”;

WHEREAS, inflow and infiltration, (hereinafter referred to as “I & I”), removal efforts undertaken as a whole by the contributing municipalities, authorities and other users of the Neshaminy Interceptor have not been sufficient to reduce wet weather peak flows to acceptable levels consistent with the City of Philadelphia Agreement;

WHEREAS, the Pennsylvania Department of Environmental Protection (“DEP”) has determined and notified BCWSA that the municipalities, authorities and other entities that contribute flow to the Neshaminy Interceptor need to increase their collective and singular efforts to reduce inflow and infiltration into the sewer effluent that is discharged in the Neshaminy Interceptor so as to reduce wet weather peak flows treated at the facilities owned and maintained by the City of Philadelphia;

WHEREAS, completing the tasks required by DEP, such as Act 537 Sewer Facilities Planning (“Act 537”) and as set forth in this Supplemental Agreement in compliance with the time limitations noted herein and pursuant to the BCWSA’s Connection Management Plan (“CMP”) is essential to the economic vitality of all of the municipalities, authorities and other entities served by the Neshaminy Interceptor and is indicative of good environmental stewardship on the part of all of the participants in the Neshaminy Interceptor;

WHEREAS, DEP believes and avers that the Totem Road Pump Station which conveys sewer flows from the Neshaminy Interceptor to the City of Philadelphia may be hydraulically overloaded in the future and may exceed its permitted capacity;

WHEREAS, BCWSA had previously considered the construction of a surge tank to manage peak flows, but DEP was unwilling to approve the construction of a surge tank.

WHEREAS, DEP and BCWSA have entered into a Settlement Agreement where, in the

resolution of the dispute, DEP requires that BCWSA enter into new supplemental agreements with its customers, which said agreements must impose upon such customers certain obligations as set forth in the CMP, and an executed copy of the Settlement Agreement is attached hereto, incorporated herein and marked as Exhibit "B";

WHEREAS, it has been recommended to BCWSA by its engineers, and approved by DEP, that certain improvements be made to the Neshaminy Interceptor by BCWSA so that BCWSA is able to convey additional wet weather flows in order to avoid surcharging within portions of the Neshaminy Interceptor;

WHEREAS, DEP has directed BCWSA to prepare a CMP for the years 2014 through 2018 which shall deal with inflow and infiltration abatement efforts in the Neshaminy Interceptor, collectively and/or singularly, and the release of capacity for member municipalities and authorities in order to facilitate new sewer connections;

WHEREAS, the most recent CMP that has been accepted by DEP, is incorporated by reference as though were fully set forth and is attached as Exhibit "C";

WHEREAS, the Township operates the sanitary sewer system in the Township pursuant to a lease agreement with the Municipal Sewer Authority of Lower Makefield Township, and is, therefore, authorized to enter into this agreement on behalf of the Municipal Sewer Authority of Lower Makefield Township Authority and the Township; and

WHEREAS, this Supplemental Agreement is intended to set forth the terms and conditions upon which BCWSA will construct the Neshaminy Interceptor upgrades, the allocations of collective costs related to same and the flow limitation obligations imposed upon the member municipalities and authorities as it relates to the CMP.

NOW, THEREFORE, intending to be legally bound and for other good and valuable

consideration, the parties hereto agree as follows:

1. Construction of Interceptor Upgrades.

A. It is anticipated by the parties hereto that based upon the completion of the initial Act 537 Planning, as well as engineering studies conducted by BCWSA, and as required by the Settlement Agreement between DEP and BCWSA, that certain portions of the Neshaminy Interceptor will be upgraded by BCWSA to facilitate sanitary sewer flows, which upgrades shall include, but not be limited to lining and the installation of relief sewers along a portion of the Neshaminy Interceptor. The initial improvements proposed to be constructed by BCWSA, as noted herein, shall be hereinafter referred to as the “Phase I” improvements. The parties acknowledge and agree that the Township, has submitted to BCWSA its Sanitary Sewer Needs Assessment, which assisted BCWSA in analyzing the capacity of the Neshaminy Interceptor. BCWSA has completed its alternative analysis for customer needs and Phase I Interceptor upgrades shall consist of lining portions of the Neshaminy Interceptor and constructing relief sewer lines, all of which said costs shall be funded collectively through user fees. Inasmuch as the Township has completed the requirement to provide its Sanitary Sewer Needs Assessment, sewer capacity for 2015 has previously been made available to the Township.

B. Upon completion of the Act 537 Planning, as required by the Settlement Agreement between DEP and BCWSA, and after completion of an analysis of the DEP approved 537 Plans, submitted by the municipalities which contribute sanitary sewer flow to the Neshaminy Interceptor, the parties hereto acknowledge and agree that BCWSA and DEP intend to engage in further planning discussions for the purpose of determining what additional modifications or changes to the Neshaminy Interceptor may be required, in the future, by the Act 537 planning and by and through individual municipal efforts undertaken to remove inflow and infiltration in each

of the municipal systems. To the extent that any additional non-maintenance improvements are required to be made to the Neshaminy Interceptor, either by way of additional lining or the construction of relief sewers (“Improvements”), those future Improvements shall be hereinafter referred to as “Phase II” Improvements. The parties hereto agree to cooperate and meet to discuss any Phase II Improvements or upgrades or any modifications or changes dictated by the Township’s current and/or future Act 537 data or planning submitted to DEP.

C. All Phase II and subsequent Improvements to the Neshaminy Interceptor, or in the event any changes are made to the methods to determine peaking factors, calculating flow limits, or apportioning penalties and fines under this Supplemental Agreement, shall be subject to a discussion in good faith between both parties causing a further amendment to this Supplemental Agreement, as needed.

2. Act 537 Sewer Facilities Planning. The Township prepared and submitted for DEP approval an Act 537 Plan of Study outlining the steps to complete an update to its Act 537 Plan. As such, the municipality did receive connections for 2015. In addition, the Township, by and through the Township, has submitted the municipality’s projection of capacity needs for the next five years. The Township shall continue to advise both BCWSA and DEP of its sewer capacity needs as such information concerning future sewer connections is made available to the municipality and authority. Along with efforts made by the Township to supply information related to sewer capacity needs and planning, the Township shall take immediate steps to meet all requirements associated with implementation of the Township’s Act 537 Plan and shall report progress regarding same to DEP and BCWSA to demonstrate its quantitative efforts to comply with peak flows pursuant to BCWSA’s obligations in the City of Philadelphia Agreement. As such, this Supplemental Agreement shall not limit the municipality’s or authority’s rights and

obligations under Act 537 to address changed circumstances in the municipality's sewer requirements. To that extent, this Supplemental Agreement shall not be considered a final document and shall be revised or amended as needed consistent with changed circumstances, including but not limited to, Act 537 sewer planning requirements and the quantitative efforts demonstrated by and through actions taken in furtherance of, and compliance with the Act 537 Plan as approved by DEP.

Further, upon compliance with the Township's obligations under this Supplemental Agreement, the Township and any other Neshaminy Interceptor customer will project capacity needs within the 5 year projection of their Chapter 94 report. If, as a result of those projections, BCWSA predicts a capacity shortfall, BCWSA will commence with engineering studies and planning to evaluate providing additional capacity in the Neshaminy Interceptor and/or WWTP facilities to provide such capacity. Should BCWSA be unable to provide the requested capacity, the Township may amend its Act 537 Plan to allow for alternative options of sewage conveyance and treatment. Alternative options may be solely undertaken provided that the then current flow which the Township is obligated under agreement to convey through the Neshaminy Interceptor shall continue without interruption.

3. Peak Flows. The Township agrees that it will maintain flow limits consistent with the Agreement between BCWSA and the Philadelphia Water Department, a copy of which is attached hereto, incorporated herein and marked as Exhibit "A", on a prorated basis which said flow limits shall include average annual, maximum daily and instantaneous peak flows which said flows shall be maintained by the Township at the limits identified in the attached Exhibit "D". Neither this Supplemental Agreement nor the parties original Neshaminy Interceptor Participation Agreement shall prevent the Township from amending its Act 537 Plan to explore alternative options for

collection and treatment of its flows, to the extent permitted by DEP, subject to approval of any other regulatory agencies having jurisdiction thereto and pursuant to laws and regulations regarding same; however, nothing in the preceding sentence shall relieve the Township of its obligation to pay for any outstanding bonds for which it is or may be responsible, as noted in prior Agreements between the parties.

For the purpose of determining compliance with the peak flow (PWD), as noted in Exhibit “D,” the peak hourly flow will be used. In furtherance of the standard DEP design requirements for Interceptors, the Township shall also maintain flow limits in accordance with the chart attached hereto as Exhibit “E” and incorporated herein by reference. Compliance with the flow limits required by the DEP design requirements for Interceptors shall be a condition precedent to receiving additional connections, as noted hereafter in this Supplemental Agreement. For the purpose of determining compliance with the peak instantaneous flow limits (DEP), as noted in Exhibit “E,” the peak hourly flow will be used. Irrespective of the flow limits imposed in Exhibit “E,” the Township will still be obligated to implement a DEP approved Inflow and Infiltration Abatement Plan that will allow it to come into compliance with the flow limits in Exhibit “D” on the schedule set forth in the DEP approved CAP/CMP/I & I Abatement Plan, as may be amended in the future, such that the contractual obligations to the City of Philadelphia are met.

Should the Township not meet its flow limits with respect to the obligations to the City of Philadelphia, there shall be no consequences, financial or otherwise, to the Township for not meeting its flow limitations unless exceedances by the Township cause a fine, penalty, or assessment to be levied upon BCWSA by the City of Philadelphia. If the Township is not meeting its flow limitations as defined by this Supplemental Agreement and the failure to meet the flow limitations causes or contributes to a capacity exceedance in the Neshaminy Interceptor system or

causes or contributes to an exceedance of the City of Philadelphia Agreement flow limitations, the consequence to the Township shall be that no additional connections will be permitted until the flow exceedance has been addressed, in addition to any penalties that may be appropriate under this Supplemental Agreement.

Should any fines, penalties, or assessments be levied by the City of Philadelphia, then the provisions of paragraph 6 of the Agreement shall determine the proportionate share to be paid by each Customer, as noted in Paragraph 6 of this Agreement.

The parties acknowledge that the Township have submitted and substantially updated the projection of capacity needs for the next five (5) years. It is understood and agreed that the approval and execution of this Supplemental Agreement is a condition precedent to receiving any connections for 2016 to be utilized by the Township.

Subsequent to 2018, the allowances for average annual, maximum daily and peak hourly flows generated by the Township will be based upon average flow, maximum daily and peak hourly flow limits, which shall be adjusted annually based on DEP's Chapter 94 reporting methodology, which is based on a five (5) year rolling average. Any of the aforementioned flows generated by the Township will be increased by the number of EDUs of additional capacity added to the Neshaminy Interceptor as a result of new connections made to the sanitary sewer system in the Township.

In order to be allocated the additional connections, it shall be a condition precedent that the Township shall notify, in writing, BCWSA of the location of the connections, the number of connections, the EDUs related thereto, and the timing of any new connections subsequent to 2018. The execution of this Supplemental Agreement and/or the approval of an Act 537 Plan does not constitute an automatic guaranty of capacity. Capacity will be made available to all contributors to the Neshaminy Interceptor on a first-come/first-serve basis.

Every application for an additional connection or connections related to a new project shall require either a full planning module or a planning exemption that includes the appropriate certifications of capacity from the authority, municipality, BCWSA, and the City of Philadelphia. The applicant must provide documentation that the planning module or planning exemption request has been approved by DEP. Alternatively, the applicant may provide documentation that DEP has waived planning for the project. As aforesaid, provided that the Township is in compliance with Township's I & I abatement program, additional capacity in the Neshaminy Interceptor shall not be unreasonably withheld provided that the Township has not caused or contributed to a capacity exceedance in the Neshaminy Interceptor system or caused or contributed to an exceedance of the City of Philadelphia Agreement flow limitations. There shall be a further condition precedent with respect to the allocation of any additional capacity to which shall be that the Township is in compliance with its DEP approved I & I abatement program, which shall be determined by DEP.

BCWSA will, however, monitor compliance with the I & I abatement program in connection with reviewing and monitoring flow limitations. Notwithstanding compliance with the aforementioned, no additional capacity will be allocated unless the Neshaminy Interceptor is capable of appropriately conveying the additional capacity to the City of Philadelphia for ultimate treatment.

4. Future Capacity. No capacity in 2018 and beyond shall be made available to the Township unless the Township is meeting its current inflow and infiltration goals as set forth in a DEP approved Inflow and Infiltration Abatement Plan provided that the Township has not caused or contributed to a capacity exceedance in the Neshaminy Interceptor system or caused or contributed to an exceedance of the City of Philadelphia Agreement flow limitations. It is understood and agreed that the obligations of the Township pursuant to the schedule in the DEP

approved CAP/CMP/I & I Abatement Plan, as may be amended in the future, shall reach the point where its maximum daily flow is not to exceed 1.4 times their 5 year average annual flow limit based on DEP methodology and a peak flow of 2.5 times their 5 year average annual flow limit based on DEP methodology as noted in Exhibit "E." Notwithstanding the capacity limitations related to the CMP, the Township will still be required to implement a DEP approved Inflow and Infiltration Abatement Plan that will allow it to comply with flow limits, as set forth above, which are based on BCWSA's obligations with the City of Philadelphia Agreement.

5. Connection Management Plan. The terms and conditions of the CMP between BCWSA and DEP are incorporated by reference as though more fully set forth at length.

6. Fines and Assessment of Costs. Should the City of Philadelphia, the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection or any other governmental agency impose upon the BCWSA any fines or claims for additional cost due to the conveyance of peak flows in excess of the limitations imposed pursuant to the City of Philadelphia Agreement, the Township shall be responsible for its proportionate share of said costs if, and only if, the Township has exceeded its capacity as set forth in this Supplemental Agreement. The share of penalty allocated to the Township will be based on the proportionate share of the total flows in the Neshaminy Interceptor attributable to the Township's proportionate use. The determination of the Township's proportionate share shall be based upon meter readings, which said meters measure the flow from all of the participants in the Neshaminy Interceptor, and said meters for all of the participants are of similar capability to measure wastewater flow entering the Neshaminy Interceptor. Said meters are owned and maintained by BCWSA.

If fines or penalties or other claims for additional costs are imposed upon the BCWSA, the

method of determining the proportionate share to be paid by the Township shall be based upon meter readings as described in the paragraph above or upon EDU estimates of wastewater flow where accurate meter measurements are not practical, and such readings and/or estimates are taken at the time of the event which triggers the assessment of additional costs, fines or penalties. The exceedance charge from the Philadelphia Water Department will be distributed to each municipality, authority or other entity (each individually a “Customer” or collectively, “Customers”) that exceeds its allowable flows based upon its proportion to the total flow exceedance. The calculation would be as follows:

$$\text{Customer Share of Surcharge (\$)} = (\text{Total of Customer Daily Flow Exceedances for Billing Period (MG)} / \text{Sum of all Customers' Daily Flow Exceedances for Billing Period (MG)}) \times \text{PWD Surcharge Amount (\$) for Billing Period}$$

AN EXAMPLE OF THE PENALTY CALCULATION IS PROVIDED IN EXHIBIT “F”.

7. Meters. The meters used to measure the flows at various locations within the Neshaminy Interceptor, including those flows emanating from the Township are inspected and calibrated semi-annually by a third party. BCWSA shall provide to the Township the name and contact information of the third party contractor. Additionally, should the third party contractor change during the course of the relationship between the parties, BCSWA shall provide to the Township the name and contact information of the new contractor responsible for the maintenance of the meters. Complete calibration documentation and complete inspection documentation will be provided to the Township within 5 days of the date of receipt of any calibration, testing, inspection report, communication or writing by any third party to BCWSA regarding the condition, maintenance or inspection of the meters. BCWSA shall make available, via Telog wireless installation, any and all meter readings to the Township within 5 days of receipt of same from the meter contractor. The meters used to determine fees, penalties,

compliance or the like, will be the meters identified in Paragraph 6, owned by BCWSA and utilized for billing purposes, which measure wastewater flow emanating from all of the connection points between the the Township system and the Neshaminy Interceptor.

8. Inspections. BCWSA and the Township shall provide to each other, from time to time, all information relevant and appropriate to the proper administration of the provisions of this Supplemental Agreement. Any inspections to be undertaken by any party of this Supplemental Agreement in accordance with the provisions of this paragraph shall be conducted at reasonable times and with reasonable notice. Complete records of any inspections will be provided to the other party herein within 30 days of the date of any such inspection with the exception of the inspection reports discussed in Paragraph 7 above.

9. Capacity. The parties hereto acknowledge and agree that future sewer capacity is subject to regulations of the City of Philadelphia and DEP. Accordingly, events may occur which prompt the City of Philadelphia and/or DEP to restrict future sanitary sewer connections to the Neshaminy Interceptor.

10. Force Majeure. Notwithstanding any other provisions of this Supplemental Agreement, neither BCWSA nor the Township are responsible for any damages to the other for any failure to comply with this Agreement resulting from an act of God or riot, sabotage, public calamity, flood, strike, breakdown of facilities or common transportation facilities or any other event beyond its reasonable control. For the purposes of this Agreement, a flood or storm that constitutes a force majeure would be a storm named by an agency of the Federal government. The party having the responsibility for the facility so affected, however, shall proceed promptly to remedy the consequences of such event, with such costs to be shared in accordance with the terms and conditions of this Supplemental Agreement or the original Neshaminy Interceptor Agreement

between the Township and BCWSA for the Neshaminy Interceptor. Notwithstanding anything herein to the contrary, if a force majeure event occurs that causes the City of Philadelphia to take any enforcement action against BCWSA or issue any fines/penalties/assessments against BCWSA in accordance with the provisions of the City of Philadelphia Agreement, then the Township cannot rely on this provision as a defense to a claim by BCWSA of a breach of this Supplemental Agreement arising out of the same force majeure event.

11. Default. In the event of a breach of this Supplemental Agreement by either party, the other party may resort to whatever remedies are available, at law or equity, to enforce this Supplemental Agreement. The parties, by executing this Supplemental Agreement, acknowledge and agree that monetary damages are not an adequate remedy so either party may resort to a court of equity in order to enforce the provisions of this Supplemental Agreement and to compel compliance by the defaulting party.

12. Severability. Should any provision herein or for any reason be held illegal or invalid by a court of competent jurisdiction, no other provision of this Supplemental Agreement shall be effected as the Supplemental Agreement would have been executed even if such invalid or illegal provision had not been contained herein.

13. Other Agreements. This Supplemental Agreement shall not limit BCWSA from entering into other agreements with other municipalities or municipal authorities, but, if any such agreement contains terms, standards and/or conditions more favorable to the municipality or municipal authority than the terms, standards and/or conditions of this Supplemental Agreement, then the terms, standards and/or conditions of the other agreements shall be extended, granted, conferred or otherwise provided to the Township.

14. Effective Date. The Effective Date shall be the date of the execution and delivery

hereof by the parties hereto.

15. Waiver. If any party to this Supplemental Agreement does act and insist upon strict performance of this Supplemental Agreement or any other terms, conditions or otherwise, same shall not be considered as a waiver of any of the rights hereunder.

16. Interpretation. This Supplemental Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon the respective parties, its successors and assigns and may not be assigned to any third party without the written consent of the other party hereto which consent shall not be unreasonably withheld. This Supplemental Agreement shall be interpreted as an amendment or supplement to any and all existing agreements by and between BCWSA and the Township related to the Neshaminy Interceptor and is not meant to be a replacement of the aforementioned agreements.

17. Disputes. To the extent any disputes arise pursuant to the terms and conditions of this Supplemental Agreement and cannot be resolved by the parties, such disputes shall be litigated in the Court of Common Pleas of Bucks County.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed, under seal, by affixing their respective hands and seals the day and year first above written.

EXHIBIT A
AGREEMENT BETWEEN BUCKS COUNTY WATER AND SEWER AUTHORITY AND
CITY OF PHILADELPHIA

AGREEMENT

This Agreement, made this 5th day of February, 1988 and effective as of January 1, 1988 by and between the City of Philadelphia, hereinafter called "City", and the Bucks County Water and Sewer Authority, hereinafter called "Authority".

WITNESSETH:

WHEREAS, City owns and operates wastewater collection and treatment facilities to convey, treat and dispose of wastewater its by-products, including sludge, collected from retail customers within the City and from outlying municipalities, townships, authorities and entities including Authority; and

WHEREAS, City desires to reserve wastewater treatment capacity for wholesale suburban customers at its Northeast Water Pollution Control Plant (the "Plant") on a long term basis to ensure the most efficient use of the City's resources and facilities, and to provide full and fair compensation to City; and

WHEREAS, the Council of the City of Philadelphia has by Ordinance, Bill No. 1129, May 20, 1987, directed the Water Commissioner to enter into new agreements for the sale of wastewater treatment service to suburban communities; and

WHEREAS, Authority desires to acquire wastewater treatment capacity from City at the Plant to ensure a sufficient wastewater treatment capacity for the communities it serves; and

WHEREAS, the Plant has limited capacity and City has other suburban customers who purchase wastewater treatment service from City; and

WHEREAS, Authority agrees to pay for its reserved wastewater treatment capacity in accordance with this Agreement;

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

I. WASTEWATER QUANTITY AND QUALITY

A. Reservation of Capacity - City shall reserve wastewater treatment capacity for the Authority at the Plant as set forth in Exhibit "A" attached hereto and incorporated herein ("Flow and Loadings Limits") commencing on the date of this Agreement.

B. Capital Contribution - Upon execution of this Agreement, in consideration of the reservation of capacity at the Plant, Authority shall pay ELEVEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$11,900,000.00) to City for net cost to City for wastewater conveyance and treatment facilities, systems and equipment completed prior to July 1, 1986 and allocated to the service of Authority under the terms and conditions stated herein plus THREE HUNDRED AND SEVENTY-THREE THOUSAND DOLLARS (\$373,000.00) for wastewater conveyance and treatment facilities, systems and equipment allocated to the service of Authority as stated herein and completed as of December 31, 1987. These sums plus any additional sums

paid to City by Authority for facilities, systems and equipment allocated to Authority under this Agreement shall be referred to as Authority's "Capital Contribution."

C. Pro-rata Share of New Facilities and Renewal and Replacement -

(1) Authority agrees to pay to City its pro-rata share as calculated by City of costs for capital expenditures for renewal and replacement of facilities, and for new facilities, excepting however, new facilities which are intended solely to increase the capacity of the Plant. The costs to be allocated shall be net of grants ^{or} other reimbursement from the federal or state government. City shall provide Authority with a Facilities Capital Budget not later than thirty (30) days before the beginning of City's Fiscal Year to notify Authority of its share of the cost of capital improvements and renewal and replacement.

(2) Authority agrees to pay actual costs of capital improvements or renewal and replacement within sixty (60) days of receipt of the bill. In the event that Authority does not pay the bill when due, late charges will accrue in accordance with Section II.B., below.

D. Change in Capacity -

(1) Authority agrees that if the capacity of the Plant is upgraded or downgraded by Federal or State agencies or regulations or if City is directed to acquire additional facilities by Federal or State agencies or regulations,

Authority will pay any costs associated with its revised pro-rata share of capacity as calculated by City. Nothing in this Section I.D. shall serve to revise Authority's flow and loadings limits as set forth in Exhibit A attached hereto and incorporated herein ("The Flow and Loadings Limits Addendum").

(2) In the event that City has excess capacity available, City shall offer it to its suburban customers on a first come, first serve basis. If Authority desires to purchase such excess capacity, it agrees to pay rates and charges then in effect for such capacity, to make a capital contribution therefor and to terms consistent with this Agreement. Nothing in this Section I.D shall be construed as binding upon either party to agree to modify this Agreement, the Flow and Loadings Limits Addendum or binding upon the City to have additional capacity available.

E. Exceedance Charges -

(1) Flow and Loadings Limits - The wastewater delivered by Authority to City shall not exceed the limitations set forth in the Flow and Loadings Limits Addendum. For the purpose of this Agreement the term "Flow Limits" shall mean the maximum amount of wastewater as measured in millions of gallons per day which may be delivered to City for treatment in a given period of time and the term "Loadings Limits" shall mean the maximum biochemical oxygen demand ("BOD") loadings and suspended solids ("SS") loadings which shall be delivered to City for treatment annually.

(2) The Flow Limits shall be as set forth in the Flow and Loadings Limits Addendum. The Flow Limits for "Stage 1" shall remain in effect until acceptance of wastewater flow by City via the Force Main as set forth in Section IV.O, below. Thereafter, the Flow Limits for "Stage 2" shall govern this Agreement.

(3) The "Loadings Limits" for SS and BOD shall be as set forth in the Flow and Loadings Limits Addendum.

(4) Exceedance Charges - City shall estimate or measure the quantity and sample the quality of Authority's wastewater flow. Authority shall be liable to pay penalties to City for exceedances of agreed-upon Flow Limits and Loadings Limits as set forth in the Flow and Loadings Limits Addendum and the "Exceedance Charges Addendum" (attached hereto and incorporated herein as Exhibit "B").

(5) Plan to Eliminate Exceedances - In the event that Authority's wastewater flow exceeds the Flow Limits set forth in the Flow and Loadings Limits Addendum on five (5) or more occasions in one calendar year or eight (8) or more occasions in two consecutive calendar years, or ever exceeds the maximum annual average, or if Authority exceeds the Loadings Limits, either for BOD or SS, Authority agrees:

a) That upon written notice of exceedances from City, Authority shall develop and submit to City within one hundred and eighty (180) days of written notice a written report detailing a plan of action to eliminate the exceedances within five (5) years from the date of sub-

mission of the written report. City shall promptly approve or disapprove the plan. Approval of the plan outlined in the report will not be unreasonably withheld. City shall notify the Authority in writing within sixty (60) days of receipt of the plan of approval or disapproval and shall include reasons for failure to approve.

b) If Authority fails to submit a report outlining a plan to eliminate exceedances, or if City cannot approve such a plan, Authority shall be liable to City for a penalty of One Thousand Dollars (\$1,000.00) per week until such time as Authority submits a plan which City can approve.

II. WASTEWATER TREATMENT CHARGE

A. Wastewater Treatment Charges - Authority agrees to pay wastewater treatment charges. The wastewater treatment charges shall consist of:

(1) An operation and maintenance charge based upon actual or estimated wastewater flows and actual or estimated BOD and SS Loadings of wastewater delivered to the Plant by Authority. The operation and maintenance charge shall be based upon the cost (as defined below at Paragraph II.A. (3)) of conveying and treating wastewater delivered by the Authority. Such charges shall be based upon quantity, quality and flow rates of wastewater delivered as well as charges based upon billing, metering, sampling and other related

fixed costs.

(2) A management fee equal to ten percent (10%) of the charges set forth in paragraph (1).

(3) For the purpose of this Agreement the term "Cost" shall include all direct and indirect expenses, including but not limited to, labor, materials, equipment, power, chemicals, rentals, benefits and departmental overhead. Departmental overhead shall include, but not be limited to, such items of cost as administrative, financial, legal, accounting and engineering support.

(4) Authority shall have the right upon written request to review City's method of computing and allocating the cost of providing wastewater treatment service to Authority.

B. Billing and Penalties for Late Payment -

(1) Upon the execution of this Agreement, City shall render bills to Authority on a quarterly basis for the charges set forth in this Agreement. City reserves the right to bill Authority on a more or less frequent basis in the future.

(2) Bills shall be payable to City by Authority within thirty (30) days of receipt of bill by Authority. Authority shall notify City in writing of disputed charges prior to their due date. Authority may withhold payment of disputed charges, but in the event the dispute is resolved in favor of City, payment withheld shall be subject to late fees running from the original due date for said charges. In no event

shall City be liable to Authority for payment of interest or late fees of any nature on disputed charges.

(3) Late fees at the rate of one and one-quarter percent (1-1/4%) per month simple interest shall be added to any balance unpaid thirty (30) days after billing.

(4) City, upon six (6) months prior written notice to Authority, may increase or decrease late fees to a level reflecting additional or decreased costs incurred by City.

C. Notice of Changes in Rates - City shall provide notice to Authority of any change in rates or billing practices at least ninety (90) days in advance of the effective date of such new rates or practices.

III. CONSTRUCTION, OPERATION AND MAINTENANCE OF AUTHORITY'S CONVEYANCE SYSTEM AND RELATED MATTERS

A. Design and Construction of Sewers - Authority shall design, construct, own, operate and repair at its sole cost and expense sanitary sewers and connections to the City system necessary to convey its wastewater to the City limits.

B. Approved Connection Points - The locations of approved points of connection and provisions concerning these connections are described in Exhibit "C", attached hereto and incorporated herein (the "Connection Points"). No additional Connection Points shall be made without prior written approval from City acting through its Water Commissioner.

C. Plan to Eliminate Unauthorized Discharge - If any of Authority's Connection Points are determined by the City or any governmental regulatory agency to be maintenance problems or sources of unauthorized discharges, Authority agrees to immediately submit a plan to City outlining action to be taken to eliminate within forty-five days of written notification the problem or unauthorized discharge. City shall promptly approve or disapprove said plan. Any action taken pursuant to this section III.C. shall be at the sole expense of Authority.

IV. FORCE MAIN EXTENSION

A. Authority to Construct Force Main - Authority agrees to construct an extension of its connection piping and necessary appurtenances into City (the "Force Main") to reconnect with City's Upper Delaware Low Level Interceptor System in the vicinity of State Road and Shel mire Avenue in a location to be approved by City after completion of a route feasibility study performed at the sole cost of Authority.

B. Rights of Entry - For the purpose of constructing the Force Main, City shall assist Authority in acquiring rights of entry, easements and rights of way upon land necessary for construction of the Force Main. Rights of way or easements on land for which the City does not hold title required to construct the Force Main shall be acquired at the sole cost of Authority, City assisting in such acquisitions where possible.

C. Right to Revoke - In the event the Force Main is located within any City street and if such City street is needed

for a public purpose, City shall have the right upon twelve months prior written notice to Authority, to revoke or modify any right to place the Force Main within City's streets. In the event City exercises this right of revocation or modification, Authority shall, at its sole cost and expense:

1) Promptly relocate the Force Main according to the directions and requirements of City and restore the surface of the affected streets; or

2) with City's approval, not unreasonably withheld, pay City the increased cost of any project constructed by City in a different location as a result of Authority's failure to make such relocation.

D. Authority to Pay for New Sewer - Authority at its sole expense, shall construct the Force Main in the route to be approved by City in accordance with City's Standard Specifications, where applicable. Authority shall pay all construction expenses relating to the Force Main, including, but not limited to, design, preparation of plans and drawings, construction, and "as-built" plans. Authority shall also pay City for consultation with City's personnel and reasonable costs incurred by City in connection with City's periodic inspection, repair and testing of the Force Main.

E. Review - City shall have the right to review from time to time, plans, shop drawings, materials, workmanship and contract drawings for the Force Main.

F. Other Required Approvals - Any review by the Water Commissioner ("Commissioner") shall not be deemed to constitute approval required by any other department, board or commission of City, including, but not limited to, the Department of Licenses and Inspections and the Streets Department.

G. Emergencies During Construction - City shall have the right throughout the construction of the Force Main to take steps deemed necessary by the Commissioner to alleviate any emergency or potentially hazardous condition or conditions threatening public health, safety or welfare.

H. Drawings - Upon completion of the Force Main, Authority shall deliver to City a full set of shop drawings and "as-built" plans.

I. Materials and Workmanship - The materials used in the Force Main shall conform to the requirements of the plans and specifications and shall be well adapted for the kind of service required. The work shall be of first class construction, free from defects and the work shall be performed in a good and workmanlike manner.

J. Defective Work or Material - Authority shall remove, at its own expense, any work or material judged by City as defective or not in accordance with the plans and specifications and shall reconstruct, rebuild and replace the same until such time as City shall approve the work or material.

K. No Representation or Warranty by City -

(1) Notwithstanding anything contained in this Agreement, any review and/or approval by the City, or acceptance of the Force Main by the City, shall not constitute any representation, warranty or guarantee by City as to the substance or quality of documents, work or other matter reviewed, approved or accepted. No person or firm may rely in any way on such approval and at all times Authority and Authority's agents, contractors and subcontractors must use their own independent judgment as to the accuracy and quality of all such documents and other matters.

(2) The presence of City's representatives during construction shall not lessen the obligation of Authority for construction in accordance with the plans and specifications, free of defects.

L. Insurance -

(1) Prior to the commencement of construction of the Force Main and until one (1) year after acceptance of wastewater flow via the Force Main, Authority shall obtain and maintain in full force and effect or cause its contractor to obtain and maintain in full force and effect: (i) A policy or policies of comprehensive general liability and property damage insurance, with broad form endorsement, protecting Authority and City against all claims, suits and actions, for or on account of any damage or injury to property or persons, including death, arising out of this Agreement and the con-

struction contemplated by this Agreement. The insurance policy or policies shall be in the minimum aggregate amount of Two Million Dollars (\$2,000,000.00). Authority or Authority's contractor may obtain the levels of insurance required by this Section with a blanket and/or umbrella policy or policies; (ii) Automobile insurance (owned, nonowned, hired and leased) with total limits per occurrence of not less than One Million Dollars (\$1,000,000.00); and (iii) Workers' Compensation insurance as required by law, and employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000.00).

(2) Each insurance policy shall be in form and content reasonably satisfactory to the City Solicitor, shall name the City of Philadelphia as an additional insured, and shall also (i) contain a contractual liability endorsement applicable to Authority's obligations under Section VIII.C. of this Agreement, and (ii) provide that the insurance provided in the policy or policies shall not operate to limit or void coverage of any one insured with respect to claims against the same insured by any other insured. Each policy shall contain a clause that the policy cannot be cancelled, modified or permitted to expire unless and until at least thirty (30) days prior written notice is given to City. Authority shall provide City with a certificate or certificates of insurance evidencing such coverage at least fifteen (15) days prior to commencement of construction of the Force Main and shall, upon the request of the City, provide the

City within a reasonable time after such request, but in no event more than sixty (60) days, with a copy of such insurance policy or policies. At least thirty (30) days prior to the expiration of each policy, Authority shall deliver to City a certificate or certificates evidencing a replacement policy or policies to become immediately effective upon the termination of the previous policy. Each insurance policy obtained pursuant to this Section shall be obtained from insurers having a Best rating of A+7 or better and licensed to transact business in the Commonwealth of Pennsylvania.

(3) If Authority fails to cause such insurance to be maintained, City shall not be limited in the proof of any damages which City may claim against Authority or any other person or entity to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but City shall also be entitled to recover as damages for such breach the uninsured amount of any loss and damages, expenses of suit and costs, including, without limitation, reasonable cancellation fees, suffered or incurred during any period when Authority shall have failed or neglected to provide insurance as aforesaid.

M. Surety Bond - Prior to the commencement of construction of the Force Main and until one (1) year after acceptance of wastewater flow via the Force Main, Authority shall obtain and maintain in full force and effect:

(1) A performance bond, in the form attached to this Agreement as Exhibit "E" and made a part hereof, with a

surety company approved by City naming City as an obligee in the amount of Six Million Dollars (\$6,000,000.00) as security for the faithful performance of the obligations of Authority under this Agreement; and

(2) A labor and materialmen's bond in the form attached to this Agreement as Exhibit "F" and made a part hereof, with a surety company approved by City naming City as an obligee in the amount of Six Million Dollars (\$6,000,000.00) as security for the full payment of Authority's contractors and subcontractors and others furnishing labor and materials for the Force Main.

N. Conditions for Start of Construction - Prior to commencement of construction of the Force Main, Authority shall obtain:

(1) all policies of insurance required in Section IV.L. of this Agreement;

(2) the surety bonds required in Section IV.M. of this Agreement;

(3) all permits and approvals required pursuant to Section IV.F. of this Agreement.

O. Acceptance of Wastewater Flow Via Force Main - Authority shall notify City and obtain City's approval prior to the conveyance of wastewater flow to the Plant via the Force Main. Prior to acceptance of wastewater flow via the Force Main, all metering equipment must be installed and operable and Authority must present to City for its approval an emergency plan of action to be,

carried out in the event it is necessary to bypass or shut down the Force Main.

V. MAINTENANCE AND REPAIRS

A. Maintenance -

(1) Authority shall own and maintain the Force Main and equipment and the electronics associated with the meter installed in Bucks County. City shall own and maintain telemetering equipment installed in Bucks County which shall consist of equipment which converts the signal produced by the meter into a signal which can be transmitted over telephone lines. City shall also own and maintain all equipment located in City necessary to receive and record telemetered information.

(2) Authority shall submit to City for its approval, a plan to City prior to delivery of any wastewater flow to City via the Force Main setting forth a maintenance schedule and maintenance procedures for the metering equipment and electronics to be maintained by Authority under this section V.A. City shall review and approve or disapprove such plan within sixty (60) days of receipt. The plan shall demonstrate that Authority will obtain prompt service by qualified meter maintenance personnel to repair any meter or electronic malfunction or breakdown in a timely manner. City shall receive written reports of maintenance and inspection work performed on the meter.

(3) In the event of a malfunction or breakdown of the

meter, metering equipment or electronics associated with the meter, Authority shall provide City with a report from the independent contractor performing the repairs detailing the cause of the malfunction or breakdown and the repairs undertaken.

(4) A flow accuracy test utilizing metering equipment independent of the Authority's magnetic flow meter to verify the accuracy of the meter shall be performed by Authority's independent contractor annually. If the annual calibration check indicates that recalibration is required, the meter shall be recalibrated as required and another calibration check shall be performed within three (3) months and at three (3) month intervals thereafter until Authority and City determine that recalibration is no longer necessary. Thereafter, annual calibration checks shall resume. Accuracy within two percent (2%) shall be acceptable. City shall have the right to review the qualifications and approve or disapprove the independent contractor chosen by Authority to perform flow accuracy testing. Such approval shall not be unreasonably withheld or delayed. City shall receive a written report of the test directly from the independent contractor. Authority shall pay all costs associated with the flow accuracy testing.

B. Should Authority fail to maintain and repair the Force Main or metering equipment within thirty (30) days after notification by City or immediately in the event of an emergency or

hazardous condition, City shall have the right to proceed with repair or maintenance and to recover the cost thereof from Authority. In addition, Authority shall be liable for a penalty payable to City in the amount of fifteen (15) percent of the cost of maintenance or repairs.

C. Sampling - City shall have the right to enter the area served by Authority at any time upon reasonable advance telephone notice to sample Authority's wastewater for quality.

D. Flow and Strength Estimates - Where City, in its sole discretion, determines that it is impractical or uneconomical to meter and/or sample wastewater, or when actual strength and flow data is unavailable for reasons beyond the control of City or Authority, City shall estimate, using its standard methods for estimating flow and/or strength figures for billing purposes.

E. Billing Information - Upon request, City shall provide to Authority strength and flow data utilized in billing Authority, including descriptions of its standard methods for estimating flow and/or strength figures.

VI. WASTEWATER QUALITY RESTRICTIONS

A. Interjurisdictional Pretreatment Agreement - City and Authority shall enter into the contract attached hereto and incorporated herein as Exhibit "D" (the "Interjurisdictional Pretreatment Agreement"). Authority agrees to comply with all of the provisions contained therein.

B. Sludge Utilization -

(1) Authority recognizes the importance and urgent need to utilize sludge in a timely and proper manner. Immediately upon signing of this Agreement, Authority and City shall work to develop an environmentally sound sludge utilization program meeting Federal and State standards within the area served by Authority. Authority shall propose a sludge utilization program which does not require a Pennsylvania Department of Environmental Resources permit by March 15, 1988 and thereafter shall continue to work with City to develop other applications for sludge utilization in the area served by Authority.

(2) Authority shall actively support City's community education program for sludge by identifying community groups for City which have an interest in sludge utilization and by providing City with appropriate facilities in Bucks County at which City may conduct educational programs.

VII. PAYMENT OF MONIES DUE AND OWING

Upon execution, Authority and City agree to fulfill their respective financial obligations under a prior agreement of October 1, 1982 as modified herein. Retroactive to July 1, 1986, City shall waive the capital portion of the lump sum charge in consideration of the Capital Contribution made under this Agreement and effective as of that date.

VIII. MISCELLANEOUS

A. Inspection and Audit - The parties agree that each shall keep complete records and accounts concerning their responsibilities under this Agreement. Each party shall at all times have the right to examine and inspect said records and accounts upon 30 days written notice. If required by any law or regulation, Authority shall make said records and accounts immediately available to Federal and State auditors.

B. Arbitration of Disputes - If any dispute shall arise between the parties hereto, concerning terms, conditions and covenants of this Agreement, the same shall be submitted to a Board of Arbitration. The Board of Arbitration shall be composed of three (3) arbitrators, one appointed by City, one by Authority, and the third to be agreed upon jointly by the arbitrators selected by City and Authority.

The arbitrators representing Authority and City shall be named within five (5) days from the request for the appointment of such Board. If after a period of ten (10) days from the date of the appointment, the two (2) arbitrators appointed by City and Authority cannot agree on the third arbitrator, then either appointed arbitrator may request the American Arbitration Association or its successor to furnish a list of three (3) members of said Association, who are not residents of either Philadelphia or Bucks Counties, from which the third arbitrator shall be selected.

The arbitrator appointed by Authority shall then eliminate one (1) name from the list furnished by the American Arbitration Association within five (5) days after its publication, following which the arbitrator appointed by City shall eliminate one (1) name from the list within five (5) days thereafter. The individual whose name remains on the list shall be the third arbitrator and shall act as the Chairman of the Board of Arbitrators.

Each party shall bear the costs of its own arbitrator and the parties shall equally divide the costs of the third arbitrator and all other common costs.

The Board of Arbitrators, thus established, shall commence the arbitration proceedings within ten (10) days after the third arbitrator is selected and shall make its determination within thirty (30) days after the appointment of the third arbitrator. The decision of such arbitrators shall be final and binding upon the parties, except in the case of fraud.

C. Claims, Insurance and Related Matters -

(1) Authority agrees to defend, indemnify and save harmless City from and against all claims, actions, causes, suits, demands, losses, interest, penalties and liabilities arising from performance of the terms and conditions of this Agreement by reason of:

- a) City's inability, due to causes beyond its control, to perform any of the provisions of this

Agreement;

b) Injury (including death) to persons and damages to property resulting from operations under this Agreement to convey Authority's wastewater to the Plant and to construct the Force Main whether due to the negligence or gross negligence of City, Authority or their employees, servants or agents or the inherent nature of their operations;

c) EPA or Pennsylvania Department of Environmental Resources action of any kind whatsoever, whether direct or indirect, for any work undertaken by Authority, its contractors or consultants, necessary and required by this Agreement due to rejection of said work by the EPA or Pennsylvania Department of Environmental Resources;

d) Any grant fund, or any portion thereof, received by Authority and later determined to be ineligible for reimbursement by the appropriate regulatory agency or grant auditors.

(2) City and Authority agree that in the event of EPA or Pennsylvania Department of Environmental Resources action or any other governmental regulatory action against City of any kind whatsoever, for activities carried out under this Agreement either by City or Authority or their employees, servants or agents, City and Authority shall equitably apportion responsibility for payment of any costs, fines, penalties or damages arising from such action.

(3) Anything in this Agreement to the contrary notwithstanding, Authority shall not be liable for injuries (including death) or property damage occurring during the course of treatment at the Plant, except, to the extent that such injuries and damages increase City's operating costs, Authority shall be responsible for its proportionate share of those increased costs.

(4) Nothing set forth in this Agreement shall limit or debar City from resorting to any appropriate remedy in law or equity, or any combination of remedies for non-compliance with this section VIII.C of this Agreement.

(5) Nothing contained in this Agreement shall be deemed to confer upon any third person any right against City or Authority or to vest in said third person any cause of action against City or Authority or to authorize any such person to institute any suit or suits against City or Authority.

(6) City shall have the right to approve counsel appointed on its behalf pursuant to this Agreement, unless appointed by Authority's insurer.

D. No Transfer of Rights - Authority shall not confer, transfer, convey, assign or license to any third party any rights obtained under this Agreement without the express written consent of the City. Such consent shall not be unreasonably withheld.

E. Term -

(1) Except as set forth in Section VII, this Agreement shall be effective as of January 1, 1988, and shall continue

in force and effect until terminated as hereinafter set forth.

(2) City shall have the right to terminate this Agreement for "cause" at any time, but only upon five(5) years written notice. "Cause" shall mean:

- a) continuing exceedances of the flow and loadings limits which are not corrected as required by this Agreement and which impair the safe and efficient operation of the system or which cause City to be in violation of permits issued by PaDER or EPA; or
- b) failure by Authority to meet its financial obligations under this Agreement for a period of six consecutive months; or
- c) failure by Authority to comply with a decision or determination of a Board of Arbitration or court of competent jurisdiction rendered under this Agreement within three months of the date of the decision or determination.

(3) In the event that City terminates this Agreement for cause, Authority shall forfeit its capital contribution, including the cost of the Force Main.

(4) Authority or City may terminate this Agreement for any reason after it has been in effect for thirty-five (35) years, but only by giving written notice five (5) years before the effective date of termination.

(5) In the event this Agreement terminates for any

reason, except for cause as set forth in subparagraph (2) of this Section VIII. E., City shall pay to Authority an amount equal to the Authority's share of the then-remaining value of all systems, equipment and facilities, except the Force Main, used to convey and treat Authority's wastewater under this Agreement (the "Assets"). The remaining value of the Assets shall be calculated as follows:

- a) The remaining useful life of each component of the Assets shall be separately calculated.
- b) The original and all subsequent contributions by the Authority towards the cost of acquisition, renewal and replacement of each component of the Assets shall be multiplied by a fraction whose numerator is the remaining useful life of the component, and whose denominator is the sum of the years the component has been in service since January 1, 1988, plus the remaining useful life.
- c) The amount thus calculated shall be paid to the Authority in cash on the effective date of termination.
- d) The calculation required hereunder shall be made by an independent appraiser selected jointly by the City and the Authority. The expense of the appraisal shall be divided equally between the City and the Authority. If the City and the Authority cannot agree on an appraiser, then one shall be selected by the same method to be used to select a third arbitrator under Section VIII.B. of this Agreement.

(6) Upon termination of this Agreement for whatever reason or upon expiration of this Agreement, Authority shall pay to City the costs of abandoning the Force Main, if any. Such costs shall be established by City as of the abandonment.

F. Ownership, Management and Control of Plant Facilities - City retains sole ownership and control of the Plant and all other sewage treatment facilities in the City except the Force Main, and agrees to operate, maintain, repair, and improve its facilities associated with service to Authority. City retains the sole and exclusive right to make all managerial and other decisions regarding its sewage treatment facilities, including but not limited to those decisions regarding maintenance, upkeep, expansion, or replacement of all or a portion of its sewage treatment facilities. Upon termination of this Agreement for any reason, by either party, ownership of the Force Main shall revert to City. Authority shall transfer its interest in all rights of way and easements for the Force Main to City in consideration of City's payment to Authority of one dollar (\$1.00). Said transfer of rights of way and easements to City shall be recorded in the real property records of Philadelphia County.

G. Severability - In the event any provision hereof is held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then continue in full force as if such illegal or invalid provision had not been contained herein.

H. Successors and Assigns - All the covenants contained in this Agreement shall extend to and bind the respective successors and assigns of the parties hereto with the same effect as if the words "successors and assigns" had, in each case, been specifically mentioned.

I. Waiver - The failure of a party hereto to insist upon strict performance of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights herein granted.

J. Notices - All notices, payments and communications required to be given in writing under this Agreement shall be sent by United States mail, postage prepaid, or delivered by hand delivery with receipt obtained, to the addresses below or at such other addresses as City or Authority may designate in writing from time to time:

If intended for City:

Water Commissioner
ARA Tower
1101 Market Street
Philadelphia, Pennsylvania 19107

If intended for Authority:

Executive Director
Bucks County Water and Sewer Authority
1275 Almshouse Road
Warrington, Pennsylvania 18976

All notices shall be deemed received five (5) calendar days after mailing or upon actual receipt, whichever is earlier.

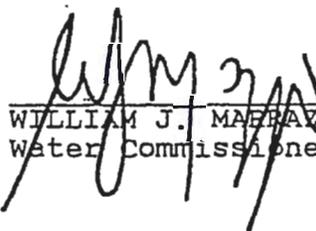
K. Captions - The captions in this Agreement are for convenience only and are not part of the Agreement. The captions do

not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

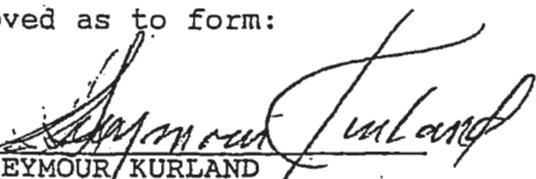
L. Entire Agreement - This Agreement and its Exhibits and Addendums, incorporated herein, represent the entire agreement of the parties hereto and there are no collateral or oral agreements or understandings. This Agreement may be amended or modified only in writing signed by both City and Authority.

IN WITNESS WHEREOF, The City of Philadelphia has caused this Agreement to be executed by its Water Commissioner; and the appropriate officer of the Bucks County Water and Sewer Authority has executed this Agreement on behalf of the Authority, and has hereunto affixed the corporate seal of the said Authority duly attested by the Appropriate officer thereof, the day and year first above written.

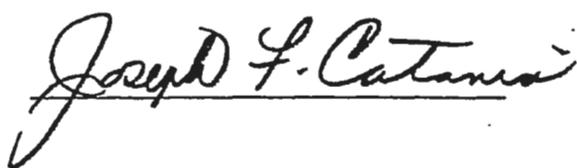
CITY OF PHILADELPHIA

By: 
WILLIAM J. MAFFARZO
Water Commissioner

Approved as to form:

By: 
SEYMOUR KURLAND
City Solicitor

BUCKS COUNTY WATER AND
SEWER AUTHORITY

By: 

Attest:


Alvin L. Cook
attn. Secy.

FLOW AND LOADINGS LIMITS ADDENDUM

DAYLIGHT FLOW LIMITS

	<u>Maximum Annual Avg.</u>	<u>Instantaneous Max.</u>
STAGE 1	10 MGD	14 cfs ¹
STAGE 2	20 MGD	62 cfs

BOD AND SS LOADINGS

<u>ANNUAL SUSPENDED SOLIDS LOADINGS</u>	<u>ANNUAL BIOCHEMICAL OXYGEN DEMAND LOADINGS</u>
13,400,000 lbs.	13,400,000 lbs.

¹ The allowable flow rate during non-daylight hours in Stage 1 shall not exceed 40 cfs.

EXCEEDANCE CHARGES ADDENDUM

- I. Authority shall be liable to City for the exceedance charges stated below beginning January 1, 1992 or upon completion of the Force Main when Authority exceeds the quantity flow limits set forth in the Flow Limits Addendum.
- A. Volume: \$3,700.00 per unit of flow over the average daily limit during any consecutive 365 day period, such charge to be billed annually. The unit of flow used to determine exceedances shall be each hundred thousand gallons of wastewater flow per day.
- II. Authority shall be liable to City for the exceedance charges stated below beginning January 1, 1988 when Authority exceeds the quality flow limits set forth in the Flow Limits Addendum.
- A. Suspended Solids (SS): \$480.00 per thousand pounds over the limit.
- B. Biochemical oxygen Demand (BOD): \$900.00 per thousand pounds over the limit.

III. Charges for Years Subsequent to 1987

During January 1988 and during January of each calendar year thereafter, the exceedance charges stated above will be adjusted in accordance with the changes in the Consumer price Index for the prior calendar year. The index to be used for this adjustment shall be the Consumer Price index published by the U.S. Bureau of Labor Statistics for all urban consumers (CPI-U) for the Philadelphia SMSA, all items.

APPROVED CONNECTION POINTS TO CITY WASTEWATER SYSTEM

Stage 1

1. Vicinity of State Road and Grant Avenue

Stage 2

1. Vicinity of State Road and Shel mire Avenue

EXHIBIT C

INTERJURISDICTIONAL PRETREATMENT AGREEMENT
BETWEEN
THE CITY OF PHILADELPHIA
AND
THE BUCKS COUNTY WATER AND SEWER AUTHORITY

This Agreement is entered into this 9th day of March , 1988,
between the City of Philadelphia ("City") and the Bucks County Water and
Sewer Authority ("Authority").

RECITAL

Whereas, City owns and operates a wastewater treatment system; and

Whereas, Authority currently utilizes this wastewater treatment system
pursuant to an agreement between City and Authority dated _____ (the
"Service Agreement"); and

Whereas, City must develop and implement an industrial pretreatment
program pursuant to conditions contained in its discharge permit (Permit
#PA0026689) issued by the Pennsylvania Department of Environmental
Resources; and

Whereas, Authority desires to continue to utilize the wastewater treat-
ment system and recognizes its industrial waste control obligations under
40 CFR 403.

In consideration of the following terms and conditions City and
Authority agree:

Exhibit D

1. Within two months of the adoption by the City of its new wastewater control regulations, Authority shall enact and diligently enforce a resolution requiring each member municipality to enact an ordinance substantially identical to the regulations adopted by City and providing as specified below ("Resolution").
2. Authority, by Resolution, shall require each member municipality to enact an ordinance specifically incorporating the following provisions:
 - (a) a requirement that any industrial user responsible for any accidental discharge notify immediately both City and Authority;
 - (b) a prohibition on the use of dilution as a control technique for compliance with discharge limits except as allowed by Federal Pretreatment Standards;
 - (c) a grant of authority to impose mass discharge limits in lieu of, or in conjunction with, concentration discharge limits;
 - (d) a prohibition against and penalty for the knowing transmittal of false information by an industrial user to either City or Authority;
 - (e) a grant of explicit authority to Authority to require the industrial user to install all monitoring and pretreatment facilities.
 - (f) within six (6) months of enactment, each member municipality shall notify City and Authority of every non-domestic user with the potential to discharge an extremely hazardous substance as defined by the Superfund Amendments and Reauthorization Act of 1986 and every industrial user within its jurisdiction.
3. City and Authority shall periodically (at a minimum of every five years) review their respective regulations and resolutions and the

member municipalities' ordinances and jointly draft and adopt equivalent amendments to their respective regulations and resolutions where necessary to ensure the effective administration and operation of the pretreatment program. Whenever City becomes aware of a problem with the pretreatment program which can be mitigated by a change in the resolutions, City may draft an amendment which Authority must adopt. If Authority has adopted a resolution requiring its municipalities to adopt ordinances identical to City's regulations, then, whenever City amends its regulations, Authority shall adopt a resolution requiring its member municipalities to adopt the identical amendment.

4. Authority, by Resolution, shall require each member municipality to adopt as part of its ordinance and enforce, and Authority shall establish by resolution and enforce, specific discharge limits at least as stringent as the specific discharge limits established in City regulations.
5. Authority, by Resolution, shall require each member municipality to adopt as part of its ordinance a provision incorporating by reference into the ordinance categorical pretreatment standards promulgated by the U.S. Environmental Protection Agency (EPA) by authority of the Clean Water Act Sections 307(b) and (c) be automatically incorporated by reference into its member municipalities' ordinances. These standards shall supercede any specific discharge limits in the ordinance which are less stringent than the categorical standards as they apply to the particular industrial subcategory. Authority shall notify all affected industrial users of pertinent categorical standards and monitoring and reporting requirements contained in 40 CFR 403.12 or included as part of the categorical standards.

6. Authority, by Resolution, shall require each member municipality to include in its ordinance definitions for "significant industrial user", "industrial user" and "nondomestic user" which are identical to the definitions adopted by City. City may make the final determination as to whether a particular industrial user is a significant industrial user, industrial user or nondomestic user based on information City may request from Authority or its member municipalities. City shall control, through industrial discharge permits, industrial waste discharges from each significant industrial user, industrial user or nondomestic user discharging into the sewer.

7. If there exists any industrial user discharging to Authority sewer system but located outside the jurisdictional limits of Authority, then Authority shall within 30 days of this agreement notify such jurisdiction of this requirement and provide the City with copies of such notification. Authority shall negotiate and enter into an agreement with this outside jurisdiction. Such agreement shall be substantially equivalent to this Agreement, and shall be jointly executed by Authority, City and the outside jurisdiction. If the outside jurisdiction refuses to negotiate and execute an agreement, then City shall enter into a contract with the industrial user which contains terms and conditions substantially equivalent to City industrial discharge permits.

8. Authority, by Resolution, shall require each member municipality to file with City a certified copy of its ordinance and any amendments thereto. Authority shall fill with City other interjurisdictional agreements and any contract entered into for the purposes of industrial

waste control. If Authority maintains, Authority shall provide City access to and copies of, if requested, all industrial monitoring reports including 40 CFR 5403.12 compliance reports, self-monitoring reports, baseline reports, records of violations and actions taken, and any other monitoring or reporting requirements imposed by federal, state or local regulations. Any records or other relevant information maintained shall be for at least six years.

9. Any authorized officer or employee of City may enter and inspect at any reasonable time any part of the sewer system of Authority. The right of entry and inspection shall extend to public streets, easements, and property within which the system is located. Additionally, City shall be permitted, as appropriate, to enter onto private property to inspect industrial waste discharges. Authority shall provide complete sets of sewer plans and make all necessary legal and administrative arrangements for these inspections. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing, and access to (with the right to copy) all pertinent compliance records located on the premises of the industrial user or non-domestic dischargers.

10. Authority and City hereby agree that the City shall implement a pretreatment program within Authority and shall perform in connection therewith technical and administrative activities which may include: 1) updating the industrial waste survey; 2) providing technical services, such as sampling, process chemical analysis, and engineering advice; 3) permitting; 4) compliance monitoring; 5) enforcement support and 6) monitoring hazardous waste disposal practices. Authority may assume

responsibility for conducting the pretreatment program implemented by City at any time upon 90 days' advanced written notice. To the extent Authority shall administer its own pretreatment program, it shall provide the City in writing a detailed outline of the program 90 days prior to initiating such a program and the City shall have the right to approve or disapprove the program. City may periodically review Authority pretreatment program activities and funding to ensure that Authority and any outside jurisdiction is adequately administering its pretreatment program in conformance with the Federal Pretreatment Regulations (40 CRF 403) and all City requirements.

11. City shall review Authority resolution and each member municipality's ordinance and amendments thereto and any interjurisdictional agreements for conformance with 40 CRF part 403, and to ensure inclusion of all other legal provisions mandated by this Agreement. City shall periodically review the enforcement efforts of Authority and any other jurisdiction to ascertain whether pretreatment requirements are being diligently enforced.
12. If City determines that Authority and/or its member municipalities has failed or has refused to fulfill any pretreatment obligations, City may develop and issue a remedial plan containing a description of the nature of the pretreatment deficiencies, an enumeration of corrective steps to be taken and a time schedule for attaining compliance with all pretreatment requirements. Such plans shall be specifically enforceable in a court of competent jurisdiction. Where Authority fails to satisfy the terms of the remedial plan, City may, upon thirty days' written notice, refuse to accept any industrial waste discharges from Authority.

13. In the event that EPA or Pennsylvania Department of Environmental Resources action results in fines, penalties or costs being assessed against City because of industrial or non-domestic waste discharged from Authority, Authority and City shall equitably apportion responsibility for payment of such fines, penalties or costs. Authority shall fully indemnify, defend and hold harmless City for damages or costs arising from personal and property damage pursuant to the Service Agreement.

14. Where a discharge to the wastewater treatment system reasonably appears to present an imminent danger to the health and welfare of persons, or presents or may present an imminent danger to the environment, or threatens to interfere with the operation of the wastewater treatment system, City may immediately initiate steps to identify the source of the discharge, and to hold or prevent said discharge. City may seek injunctive relief against Authority or outside jurisdictions and/or any industrial or non-domestic user contributing to the emergency conditions, and/or may pursue other self-help remedies. Authority shall pay to City the cost of such steps taken to prevent, stop or ameliorate the effects of such discharge.

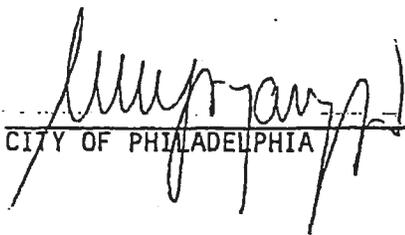
15. Any disputes arising out of this Agreement shall be submitted to binding arbitration performed in accordance with the procedures set forth in the Service Agreement between Authority and City dated February 5, 1988.

16. The terms of this Agreement may be amended only by written agreement of the parties. In any event, this Agreement shall be reviewed and revised, as necessary, at least every five years.

17. This Agreement modifies only those provisions of the existing Service Agreement between the two parties which conflict with the terms of this Agreement.

18. This Agreement will remain in effect so long as the Service Agreement remains in effect. Termination of the Service Agreement shall also result in the termination of this Agreement.

The parties hereto have executed this Agreement on the date shown above.


CITY OF PHILADELPHIA

March 14, 1988
DATE

APPROVED AS TO FORM:
SEYMOUR KURLAND
CITY SOLICITOR

BY: 


BUCKS COUNTY WATER AND
SEWER AUTHORITY

March 9, 1988
DATE


ATTEST

March 9, 1988
DATE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, THE BUCKS COUNTY WATER AND SEWER AUTHORITY (hereinafter called the "Principal Obligor"), and _____, Surety, are jointly and severally held and firmly bound unto the Water Department of City of Philadelphia ("City") in the sum of SIX MILLION DOLLARS (\$6,000,000.00) lawful money of the United States of America, to be paid to the said City, its successors and assigns, to which payment, well and truly to be made, we do bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with the seal of the said Bucks County Water and Sewer Authority and with the corporate seal of the said _____, Surety, duly attested by the proper officers thereof.

Dated the ____ day of _____, in the year of our Lord One Thousand Nine Hundred and Eighty-Eight (1988).

WHEREAS, the above bounded Principal Obligor agreed to construct a sewer in the City in accordance with the terms and conditions of that certain agreement dated _____, 1988,

EXHIBIT "E"

by and between the City of Philadelphia, acting by and through its Water Department and the Principal Obligor (the "Agreement") and plans and specifications approved by the Water Commissioner of City.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal Obligor shall and do well and truly, in all respects, comply with all the terms, conditions and covenants contained in the above-mentioned Agreement, and shall do and pay unto the City of Philadelphia upon demand, any and all loss, damage and expenses which the said City may or shall sustain by reason of the failure of the said Principal Obligor to comply with the terms of the said Agreement, it being hereby understood and agreed that the reasonable decision of the Water Commissioner or his successor as to such failure in complying with the terms of the said contract Agreement and as to the amount of loss or damage sustained by reason thereof, being binding and conclusive upon the parties hereto, then this obligation to be null and void; otherwise, to be and remain in full force and virtue.

The undersigned Principal Obligor and Surety hereby agree that no modification of the terms of the above-mentioned Agreement or alteration in the work to be done under it, and no forbearance on the part of either City or the Principal Obligor to the other, either by the grant of any extension of time for the performance of the Agreement or otherwise, shall be deemed to release the undersigned or either of them, their or either of their heirs, executors, administrator or assigns, from their lia-

bility hereunder, notice to the Surety of any such modification, alteration, extension of forbearance hereby being waived.

And we do for ourselves and each of us, and each of our heirs, executors, administrators, successors and assigns, hereby authorize and empower any attorney of any court of record in Pennsylvania or elsewhere, upon the filing of this instrument or a copy thereof, duly attested as correct by such attorney, to appear for us or either of us, our or either of our heirs, executors or administrators, successors or assigns, and in our names or in the name of either of us, ~~our or either of our heirs~~, executors or administrators, successors or assigns, confess a judgment against us or either of us, our or either of our heirs, executors or administrators, successors or assigns, in favor of the Water Department of the City of Philadelphia or any entity performing the functions of the Water Department, for the sum named in this bond, without defalcation, with costs of suit, release of errors, and with five percent (5%) added for collection fees; hereby waiving the benefit of all exemption laws and the holding in inquisition on any real estate that may be levied upon by virtue of such judgment, voluntarily condemning such real estate and authorizing the entry of such condemnation upon any writ of fieri facias and agreeing that said real estate may be sold under the same; and further waiving all errors, defects and imperfections whatsoever in the entering of the said judgment or any process thereon, and hereby agreeing that no writ of error or objection or motion or rule to open or strike off judgment or to

stay execution of appeal, shall be made or taken thereto. The right and power to appear and to enter or confess judgment hereinabove provided for and the right to assess damages under any such judgment shall be exercisable any number of times and shall not be exhausted by one or more uses thereof. And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

This Performance Bond and the obligations hereunder shall terminate absolutely and be of no further force and effect upon the expiration of the Agreement.

PRINCIPAL:

Attest: *John Zettich*
[Seal]

By: *Joseph F. Catano*

Surety:

Attest: _____
[Corporate Seal] Secretary

By: _____
Attorney-in-fact

(If Attorney is not a Pennsylvania resident, this bond must be co-signed for the Surety by a Pennsylvania resident.)

LABOR AND MATERIALMEN'S BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, The Bucks County Water and Sewer Authority (hereinafter called the "Principal Obligor"), and _____, Surety, are jointly and severally held and firmly bound unto the Water Department of City of Philadelphia ("City") for the use of any and every person, copartnership, association or corporation interested in the sum of SIX MILLION DOLLARS (\$6,000,000.00) lawful money of the United States of America, to be paid to the said City, its successors and assigns, to which payment, well and truly to be made, we do bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with the seal of the said Principal Obligor and with the corporate seal of the said _____, Surety, duly attested by the proper officers thereof.

Dated the _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Eighty-Eight (1988).

EXHIBIT "F"

WHEREAS, the above bounded Principal Obligor, agreed to construct a sewer for the Water Department of City in accordance with the terms and conditions of that certain agreement dated _____, 1988, by and between the City of Philadelphia, acting by and through its Water Department and the Bucks County Water and Sewer Authority (the "Agreement") and the plans and specifications approved by the Water Commissioner of City.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal Obligor shall and will promptly pay or cause to be paid to any and every person, ~~copartnership, association or corporation,~~ all sums of money which may be due for material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the prosecution of the work covered by the above-mentioned Agreement, whether or not the said material, equipment, machinery, public utility services or labor enter into and become component parts of the work or improvement contemplated, including, inter alia, (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the site for the performance of the work covered by said contract, (b) equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies and other materials used on the site in doing such excavating as may be necessary or required to institute or perform the work specified in the Agreement or machinery rented, services rendered by public utilities and labor supplied or performed in the prose-

cution of work or repair or of maintenance required by or performed under the terms of said Agreement, then this obligation to be null and void; otherwise, to be and remain in full force and virtue.

It is understood and agreed that the City of Philadelphia, by its Water Department, may sue in assumpsit on this bond, for a breach by the Principal under the Agreement, for such sum or sums as may be justly due the City, and have execution thereon; and any such suit shall be commenced not later than the date of termination of the Agreement. ~~It is also understood and agreed that no person, copartnership, association or corporation, who is not a party to the Agreement shall have a right of action upon this bond.~~

The undersigned Principal Obligor and Surety, for themselves and each of them, their and each of their heirs, executors, administrators, successors and assigns, further agree, jointly and severally, that no modification, alteration, addition or extension of the terms of the above-mentioned Agreement or alteration, addition or diminution of the work to be done under it above-mentioned and described, and no forbearance on the part of either the City or of the Principal Obligor to the other, either by the grant of an extension of time for the performance of the Agreement, of the payments to be made under it, or otherwise, shall be deemed to release the undersigned or either of them, their or either of their heirs, executors or administrators, successors or assigns, from respective liability

hereunder; notice to said surety of any such modification, alteration, addition, extension, diminution and/or forbearance hereby being waived.

It is understood and agreed that the term "Principal Obligor" as used herein shall be construed to include both singular and plural, and shall be deemed to include and designate each and every of the individuals, copartnership, associations and artificial body of person who have entered into the above-mentioned Agreement with the City of Philadelphia, who have been designated above as "Principal", and who other than the Surety have signed and executed this present Indenture.

This Labor and Materialmen's Bond and the Obligations hereunder shall terminate absolutely and be of no further force and effect upon the expiration of the Agreement.

PRINCIPAL:

BUCKS COUNTY WATER AND
SEWER AUTHORITY

X Attest: John B. [Signature]

[Seal]

Y By: Joseph H. [Signature]

Surety:

Attest: _____

By: _____

Attorney-in-fact

(If Attorney is not a Pennsylvania resident, this bond must be co-signed for the Surety by a Pennsylvania resident.)

[Corporate Seal]

AMENDMENT TO WASTEWATER
SERVICES AGREEMENT DATED
FEBRUARY 5, 1988

On this 15th day of May, 1997, the City of Philadelphia (hereinafter the "City") and the Bucks County Water and Sewer Authority (hereinafter the "Authority"), pursuant to Section VIII L. of the Wastewater Service Agreement dated February 5, 1988, (hereinafter the "Agreement") hereby amend the Agreement as follows:

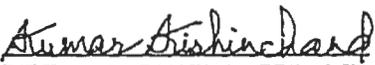
- A. Provisions A(1) through (5), inclusive, which follow immediately below, shall be in effect from May 15, 1997 until May 15, 2000. Thereafter, Provisions A(1) through (5) shall terminate and be null and void.
1. The City will accept the Authority's flow reduction plan as being sufficient to address its excessive flows. The Authority's flow reduction plan is attached hereto as Exhibit A.
 2. The Authority agrees that starting on July 1, 1996 its capital billings will be based on a 23 m.g.d. share of our Northeast treatment plant. The additional 3 m.g.d. of allocated capacity will be purchased on a depreciation and return basis at a cost of \$264,000 per 3 m.g.d. per year to be paid in quarterly installments along with the Authority's regularly scheduled capital billings. The retroactive billings for the 3 m.g.d. of additional allocated capacity from July 1, 1996 shall be paid as part of the Authority's next regularly scheduled quarterly capital billing. The Authority shall continue to pay for its initial allocation of 20 m.g.d. in accordance with Section I.C of the Agreement.
 3. The Authority will continue to pay the City for the additional 3 m.g.d. of allocated capacity until such time that the rolling 365 day average flow returns to 20 m.g.d. or below for a period of 90 consecutive days.
 4. If the rolling 365 day average flow returns to 20 m.g.d. or below for 90 consecutive days, but then, at any time thereafter, increases to over 20 m.g.d, the Authority shall again pay for the 3 m.g.d. of additional allocated capacity until such time that the rolling 365 day average flow again returns to below 20 m.g.d. for a period of 90 consecutive days.
 5. If at any time, from May 15, 1997 until May 15, 2000, the rolling 365 daily average flow exceeds 23 m.g.d., the Authority agrees that the City may exercise its right to once again deny all Act 537 planning modules.

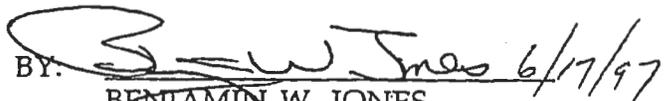
- B. Upon termination of provisions A(1) through (5), inclusive, on May 16, 2000, the City shall determine whether the Authority's flow reduction plan has been successful or has failed. The Authority's flow reduction plan shall be deemed to have failed if on May 16, 2000, the rolling 365 day average flow exceeds 20 m.g.d. If the flow reduction plan has failed, then the Authority agrees that the City may again exercise its rights to deny Act 537 planning modules. If on May 16, 2000 the flow reduction plan succeeds, but at some later point in time the rolling 365 day average flow again exceeds 20 m.g.d., the City reserves its rights to again deny Act 537 planning modules.
- C. This Amendment represents the entire agreement of the parties hereto and there are no collateral or oral agreements or understandings.

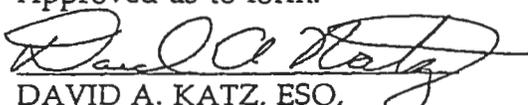
IN WITNESS WHEREOF, the City of Philadelphia has caused this Agreement to be executed by its Water Commissioner; and the appropriate officer of the Bucks County Water and Sewer Authority has executed this Agreement on behalf of the Authority, and has hereunto affixed the corporate seal of the said Authority duly attested by the appropriate officer thereof, the day and year first above written.

City of Philadelphia

Bucks County Water and
Sewer Authority

BY: 
KUMAR KISHINCHAND
Water Commissioner

BY:  6/17/97
BENJAMIN W. JONES
Executive Director

Approved as to form:
BY: 
DAVID A. KATZ, ESQ,
Divisional Deputy City Solicitor

Attest:


BUCKS COUNTY WATER AND SEWER AUTHORITY
NESHAMINY INTERCEPTOR FLOW REDUCTION PLAN

I. Agreement of all Neshaminy Interceptor Customers to be Billed

ADS flow meters have been installed at 62 points along the Interceptor. They have been tested and calibrated, and are now in service. Billing for the first quarter of 1997 has been based on metered flows, and that will be the case in the future.

II. Infiltration and Inflow Remediation

A. Bucks County Water and Sewer Authority has inspected and repaired 17,000 feet of spur lines entering the Interceptor. This project was completed this month (April 1997).

B. Bucks County Water and Sewer Authority has available \$11,000,000.00 for I/I remediation in municipal collection systems. It is proposing to use the money on the following terms:

1. Money will be allocated to each municipality in accordance with its needs and its proportionate use of total capacity in the Interceptor.
2. The amount spent on I/I remediation will be treated as a loan to the municipality. The loans will be interest-free for five (5) years, with no principal repayment required during that period. Thereafter, repayment will be at the Bucks County Water and Sewer Authority cost of funds, with amortization over twenty (20) years.
3. It is contemplated that the total remediation program will take thirty-six (36) months to complete, with results on the following schedule:
 - 5% removal in first 6 months
 - 10% removal in next 12 months
 - 20% removal in next 24 months
 - 30% removal in next 36 months
4. The savings in treatment costs as a result of I/I removal will provide the revenue necessary to repay the remediation costs.

III. Weather-Related flow Reduction

Bucks County Water and Sewer Authority believes that the unusual wet weather conditions between January 1996 and December 1996 have contributed to the high flow averages now existing.

<u>Month</u>	<u>Average Precipitation (1994 to 1995)</u>	<u>Actual Precipitation (1996 - 1997)</u>
January 1996	3.14"	4.38"
February 1996	2.54"	2.13"
March 1996	3.80"	4.27"
April 1996	2.11"	3.92"
May 1996	3.17"	3.17"
June 1996	1.00"	4.68"
July 1996	6.35"	5.65"
August 1996	2.85"	4.29"
September 1996	2.60"	4.19"
October 1996	3.46"	4.19"
November 1996	2.97"	2.89"
December 1996	2.03"	8.48"

**AMENDMENT II TO THE
WASTEWATER SERVICES AGREEMENT
DATED FEBRUARY 5, 1988**

WHEREAS, the City of Philadelphia (the "City") and the Bucks County Water and Sewer Authority (the "Authority") (collectively referred to as the "Parties") entered into a Wastewater Services Agreement dated February 5, 1988 (the "Agreement") whereby the City agreed to treat the Authority's wastewater in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the Parties first amended the Agreement on May 15, 1997 to address the Authority's flow exceedances; and

WHEREAS, pursuant to the Agreement, the Authority conveys its wastewater to the City via a Force Main which connects to the City's sewer system in the vicinity of State Road and Shelmire Avenues in Philadelphia, Pennsylvania; (the "Connection Point") and

WHEREAS, the Authority's wastewater conveyed via the Force Main causes hydrogen sulfide gas to be produced in and around the Connection Point; and

WHEREAS, the production of hydrogen sulfide gas results in odors being produced in and around the Connection Point as well as possibly excessive corrosion to the City's sewer system; and

WHEREAS, the Authority and the City now desire to address these odor and possible excessive corrosion problems; and

WHEREAS, the Parties have reached agreement on how to resolve both the odor and corrosion issues; and

WHEREAS, the Parties now wish to memorialize their agreement in this Amendment II to the Wastewater Services Agreement Dated February 5, 1988 (henceforth "Amendment II");

IT IS THEREFORE AGREED BY AND BETWEEN THE CITY AND THE AUTHORITY ON THIS 18th day of January 1999 that the odor and excessive corrosion problems are hereby settled and resolved in accordance with the following terms and conditions as set forth below:

1. The City shall operate a sodium hypochlorite system (the "System") at the Authority's Totem Road Pumping Station located in Bucks County. The System shall be operated in such a manner as to eliminate substantially all odors generated by the sewage flowing from the Authority's Force Main into the City's sewer system. Further, the System shall be operated to eliminate any excessive corrosion. The System shall include, but is not limited to, the following:

(1) sodium hypochlorite, (2) pumps, (3) piping to introduce the sodium hypochlorite into the wastewater, (4) tanks to store the sodium hypochlorite, (5) monitors, (6) telecommunications system, (7) any equipment, devices, appurtenances or other requirements as may be necessary to comply with federal, state or local laws and regulations and (8) any other equipment, devices, appurtenances or procedures as may be necessary, in the City's sole judgment, to eliminate the odors and possible excessive corrosion. The City shall be responsible for ensuring that the telecommunications system is compatible with the existing system.

The System is presently operating and the Parties have agreed to take whatever actions are necessary, as expeditiously as possible, to make the System into a permanent installation.

2. The City shall have sole and exclusive control and authority over all matters relating to the operation, maintenance, inspection, repair and replacement of the System. The permanent installation is being designed by Carroll Engineering Corporation pursuant to a contract with the Authority. The City shall have approval rights for the design of the permanent installation. Should the City not approve the design of the final installation this Agreement shall become null and void.
3. The Authority hereby grants the City, its agents, contractors and subcontractors, full and complete access to only that portion of the Totem Road Pumping Station that is necessary for the operation, maintenance, inspection, repair and replacement of the System. This access specifically excludes entry into the Pump Station unless accompanied by a representative from the Authority. The Authority shall provide the City with the keys to the Totem Road Pumping Station gate so that the City may enter and leave the grounds of the facility as needed. The Authority shall be responsible for maintaining the site to ensure that the City, its agents, contractors and subcontractors have access to the site for the purpose of operating, maintaining, inspecting, repairing and replacing the System which specifically includes ensuring that the sodium hypochlorite delivery trucks have access whenever needed.
4. The Authority agrees to fully cooperate with the City so that the existing System that is now being operated can be made into a permanent installation as expeditiously as possible and within the time frame required by law. The Authority shall have the permanent installation completed by no later than June 30, 2000 or earlier if so required by law.
5. (a) The Authority shall be solely responsible for all costs related to the System ("System Costs") with one exception as set forth in paragraph 5(b). System Costs include, but are not limited to, the following:

- (1) sodium hypochlorite costs;
- (2) equipment costs, including but not limited to, tanks, pumps, piping, monitors, communication systems;
- (3) costs involved in making the System a permanent installation;
- (4) costs related to the operation, maintenance, inspection, repair and replacement of the System;
- (5) utility costs related to the System; and
- (6) costs related to the System incurred prior to the signing of this Amendment II.

The Authority shall be the legal owner of the System.

(b) The one exception to the Authority being responsible for all System Costs relates to the additional costs incurred by the City's in house labor force. To the extent City employees will be involved in the daily operation and maintenance of the System, the City may incur additional in house labor costs. The City agrees not to bill or charge the Authority for any additional City employee labor costs incurred by the City in the daily operation and maintenance of the System. The City shall, to the greatest extent possible, use its own in house forces for the daily operation and maintenance of the System and shall not contract out such daily operation and maintenance activities without the Authority's consent. The City currently uses specialized contractors to perform certain functions that are done on a periodic basis such as the periodic testing, calibration and inspection of equipment. The Authority shall be responsible for the costs associated with these specialized contractors.

The City has retained the Authority's federal grant rebate in the amount of \$163,942. The City shall use this amount to offset System Costs that the City has already incurred and will incur in the future.

6. System Costs related to capital expenditures shall be included with the City's capital cost billings to the Authority pursuant to Paragraph I(c) of the Agreement. System Costs related to operation and maintenance expenditures shall be included with the City's Wastewater Treatment Charges and billed to the Authority in accordance with Paragraph II(A) of the Agreement.
7. Subject to the null and void provisions contained in Paragraph 9, the City agrees not to take any legal, administrative, contract or other actions against the Authority for odors resulting from the Force Main emanating in and around the Connection Point. This prohibition specifically includes any actions to withhold approval of Act 537 Planning Modules.
8. Subject to the null and void provisions contained in Paragraph 9, the City agrees not to file suit, initiate arbitration proceedings or withhold Act 537 Planning Module Approval in order to hold the Authority solely responsible for any

corrosion to the City's sewer prior to the signing of this Amendment II. The parties acknowledge, however, that at some future date the City's sewer will need to be repaired and/or replaced. The Parties agree that such repair and/or replacement costs shall be shared pro rata in accordance with the terms and conditions of the Agreement.

9. Should the City be unable to operate the System as the result of conditions beyond its control, this Amendment II shall become null and void and the Parties are free to exercise all claims, rights, causes of actions and defenses they may possess in order to address the odors and possible excessive corrosion. Conditions beyond the City's control include, but are not limited to:
 - (a) the Authority's failure to cooperate with the City or grant the City, its agents, contractors or subcontractors, access to the Totem Road Pumping Station;
 - (b) federal, state or local statutes, regulations, ordinances or laws, that would prohibit the lawful operation of the System.
10. This Amendment II constitutes the full agreement and understanding of the Parties. There are no other agreements or understandings, either oral or in writing, related to the subject matter of this Amendment II.
11. This Amendment II may only be changed or modified in a writing signed by both Parties.
12. The Authority shall immediately notify the City should it become aware of any malfunctions, leaks or improper discharges from the System. The Authority shall call the City representative on stand by for Flow Control at 215-984-0480.
13. This Amendment II constitutes a full settlement of any obligations owed by the Authority to the City related to the subject matter contained herein.

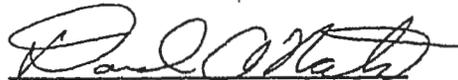
WHEREFORE, the Parties intending to be legally bound execute this Amendment II immediately below.

City of Philadelphia

Bucks County Water
and Sewer Authority


KUMAR KISHICHAND
Water Commissioner


BENJAMIN W. JONES
Executive Director


DAVID A. KATZ
Divisional Deputy City Solicitor

Attest:



EXHIBIT B
SETTLEMENT AGREEMENT
BETWEEN DEPARTMENT OF ENVIRONMENTAL PROTECTION AND BUCKS
COUNTY WATER AND SEWER AUTHORITY

A. On June 26, 2012, the Department issued a letter to BCWSA informing it that its 2010 Wasteload Management Report established that portions of BCWSA's Neshaminy Interceptor sewer system are in a state of projected hydraulic overload and that there is an existing hydraulic overload in the Totem Road Pump Station.

B. On July 27, 2012, BCWSA filed an appeal of the Department's June 26, 2012 letter ("Appeal 1") with the Pennsylvania Environmental Hearing Board ("EHB"). The Appeal is docketed at EHB Docket Number 2012-138-L.

C. On July 25, 2012, the Department issued a letter to BCWSA informing it that its 2010 Wasteload Management Report shows that portions of BCWSA's Neshaminy Interceptor sewer system are in a state of projected hydraulic overload and that there is a projected hydraulic overload in the Totem Road Pump Station.

D. On August 17, 2012, BCWSA filed an appeal of the Department's July 25, 2012 letter ("Appeal 2"). The Appeal is docketed at EHB Docket Number 2012-152-L.

E. On August 10, 2012, land developer Horizon Lot 2 Associates filed an appeal of the Department's June 26 and July 25, 2012 letters ("Appeal 3"). Counsel for BCWSA entered his appearance on behalf of BCWSA in Appeal 3 on August 17, 2012. The Appeal is docketed at EHB Docket Number 2012-146-L.

F. On August 24, 2012, Northampton Bucks County Municipal Authority ("NBCMA") filed an appeal of the Department's July 25, 2012 letter ("Appeal 4"). Counsel for BCWSA entered his appearance on behalf of BCWSA in Appeal 4 on September 18, 2012. The Appeal is docketed at EHB Docket Number 2012-155-L.

G. The EHB consolidated Appeal 2, Appeal 3, and Appeal 4 into Appeal 1 (hereinafter collectively, "Consolidated Appeals").

H. On August 19, 2013, the Department issued a letter to Bensalem Township, Bucks County (“the incompleteness letter”) finding incomplete a sewage facilities land development planning module which had been submitted for a project known as the “High Tides Café.”

I. On September 20, 2013, BCWSA filed an appeal of the Department’s August 19, 2013 incompleteness letter (“Appeal 5”). The Appeal is docketed at EHB Docket Number 2013-175-L.

J. On June 19, 2013, BCWSA filed a petition for the appointment of a board of viewers (“Petition”) with the Bucks County Court of Common Pleas (“BCCP”). BCWSA alleged that the Department conducted a de facto taking and a regulatory taking of some portion of its Neshaminy Interceptor sewer system and sought compensation for the alleged takings. The Petition is docketed at BCCP Dkt. No. 2013-4635.

K. The parties have engaged in settlement discussions and, as a result of those discussions, have reached agreement on a settlement of the Consolidated Appeals, Appeal 5, and the Petition, in accordance with the terms of the Agreement set forth below.

THEREFORE, the parties desiring to settle this matter without resorting to additional litigation and intending to be bound, hereby agree to the settlement of the Consolidated Appeals, Appeal 5, and the Petition as follows:

1. Within five (5) business days of the Department’s acceptance in writing of BCWSA’s Neshaminy Interceptor Corrective Action Plan (“NICAP”), in the same form

as attached to this Agreement (Exhibit "A"), by separate praecipe to each tribunal, BCWSA shall withdraw and terminate with prejudice the Consolidated Appeals (including its participation in Appeals 3 and 4), Appeal 5, and the Petition, subject to the conditions of this Agreement, and specifically subject to the provisions of 1.(a) and 1.(b) below. The praecipes shall state that the parties agree to bear their respective attorneys' fees, expenses, and costs associated with this Agreement, the Consolidated Appeals, Appeal 5, and the Petition.

(a) The separate praecipes of withdrawal of the Consolidated Appeals and Appeal 5 shall state that the withdrawals are with prejudice, subject to the limitation of the following reservation of rights. The parties will expressly reserve all rights to raise or dispute any and all factual or legal issues concerning the permitted hydraulic capacity of the Totem Road Pump Station in future proceedings in a Homes of Distinction settlement in the Consolidated Appeals and Appeal 5.

(b) BCWSA will withdraw the Petition with prejudice. However, nothing in this agreement shall preclude BCWSA from raising the issues raised in the Petition in any dispute between BCWSA and any third party, as to that third party, or from raising such issues in any federal action initiated by the United States Environmental Protection Agency, or from raising such issues in any action initiated by the Department.

2. Within five (5) business days of the Department's acceptance in writing of BCWSA's NICAP, BCWSA agrees to withdraw in writing its September 2, 2013 Right to Know Law Request to the Department, docketed as RTKL Request No. 4100-13-0154.

3. BCWSA agrees that it shall not file an appeal or take any other adverse action against the Department as a result of its acceptance of the NICAP as final, if accepted in the same form as Exhibit "A."

4. The Department shall continue to enforce the requirements of the Consent Order and Agreement, entered into by the Department, Keystone Turf Club, Inc., Bensalem Racing Association, Inc., Greenwood Racing, Inc., Greenwood Gaming and Entertainment, Inc., Robert Green, and William Hogwood ("Parx Casino and Racing") on May 16, 2011, pursuant to the terms and conditions of that document, attached to this Agreement (Exhibit "B"). Unless otherwise authorized or required by the Department, and in accordance with Exhibit B and NPDES Permit for Concentrated Animal Feeding Operations, NPDES Permit No. PAI120503 (Exhibit "C"), upon full implementation of the Best Management Practices schedule, set forth in Exhibit C, Special Permit Requirements, Part C, Paragraph N, but no later than May 20, 2016, Parx Casino and Racing is required to submit a request to the Department to permanently configure the diversion structure on Parx Casino and Racing's property, located at 3001 Street Road, Bensalem, PA 19020, so that no stormwater entering Basin B at that property will flow into BCWSA's Neshaminy Interceptor system. As contemplated in Exhibits B and C, the Department shall work diligently with Parx Casino and Racing to assure that, no later than May 20, 2016, Parx Casino and Racing will cease conveying stormwater from its racetrack operations into the Neshaminy Interceptor system. Until such a time that the Department approves Parx Casino and Racing's reconfiguring of the diversion structure and the cessation of conveyance of stormwater from the racetrack operations into the Neshaminy Interceptor system, as set forth in Exhibits B and C, a failure of Parx Casino

and Racing to comply with its deadline for full implementation of the Best Management Practices schedule and removal of stormwater flows from its racetrack operations into the Neshaminy Interceptor system by May 20, 2016, and any stormwater from Parx Casino and Racing will not be counted by the Department towards any determination of exceedance or overload when the Department considers acceptance of new connections in Year 2018 and beyond against Neshaminy System municipal customers, provided that BCWSA has provided to the Department all metered sewage flow data for Parx Casino and Racing in BCWSA's annual Wasteload Management Report for each subsequent year that BCWSA seeks connections.

5. Provided that BCWSA terminates the Consolidated Appeals, Appeal 5, and the Petition, as agreed upon above, and provided that BCWSA remains in full compliance with the Department-accepted NICAP, the Department shall accept BCWSA's release of connections for years 2014 through 2017, as set forth in BCWSA's Neshaminy Interceptor Connection Management Plan ("NICMP"), attached to this Agreement (Exhibit "D"), or as modified by BCWSA and accepted by the Department, pursuant to the provisions of Paragraph 6.

6. The parties agree that BCWSA has a right to submit revised CMPs to the Department that alter the NICMP, and that the Department has a right to accept or not accept any such revisions in accordance with the Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1-691.1001 ("Clean Streams Law"), and the regulations promulgated thereunder, including, but not limited to, the Municipal Wasteload Management regulations, 25 Pa. Code §§ 94.1 *et seq.* Acceptance of changes to the NICMP shall be based on an evaluation of the impacts of such changes on

projected flows to the Neshaminy Interceptor system and/or documented I/I removal based on metered flows that confirm additional capacity is available. Year 2018 and beyond allocations will be based on municipal compliance with the flow limits established in their supplementary agreement with BCWSA and the remaining available capacity in the Neshaminy Interceptor Sewer System.

7. The parties agree to bear their respective attorneys' fees, expenses, and costs associated with this Agreement, the Consolidated Appeals, Appeal 5, and the Petition.

8. This Agreement constitutes the entire agreement between the Department and BCWSA, and no alteration, additions, or amendments shall be valid unless mutually agreed to by the parties, set forth in writing, and duly executed by them.

9. By their signatures below, the parties consent to the terms of this Agreement and represent that they are authorized to execute this Agreement on behalf of the party or parties for whom they sign.

10. This Agreement shall terminate and be null and void on December 31, 2018, or earlier, if mutually agreed upon in writing by the parties.

FOR BUCKS COUNTY WATER AND SEWER AUTHORITY



Benjamin Jones
Chief Executive Officer
1275 Almshouse Road
Warrington, PA 18976

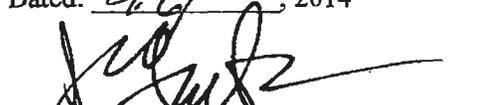
Dated: 3/6, 2014

REVIEWED BY COUNSEL



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Dated: 3/6, 2014



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Dated: 3/6, 2014

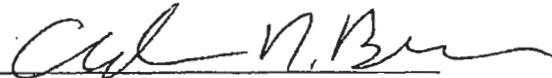
**FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**



Jenifer Fields
Regional Program Manager
Clean Water Program
Pennsylvania Department of Environmental Protection
2 East Main Street
Norristown, PA 19401

Dated: 3/10, 2014

REVIEWED BY COUNSEL



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Dated: 3/10, 2014



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Norristown, PA 19401

Dated: 3/10, 2014

EXHIBIT C
CONNECTION MANAGEMENT PLAN

Connection Management Plan															
Updated at 1-22-18															
Neckanary Interceptor Service Area Tributary to Western Road Pump Station															
Development Name	DEP Code No.	PLANNING STATUS				CONNECTION STATUS				MUNICIPAL APPROVED EDU'S					
		Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017			
GRAND TOTAL FROM ALL MUNICIPALITIES															
										5,019	1,254,251	1,403	1,189	2,017	975

Connection Management Plan												
Updated on 1-22-18												
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station												
Development Name	PLANNING STATUS		CONNECTION STATUS						NICMFP APPROVED EDU'S			
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017
Bensalem Township												
Crespo S/D	1-09004-211-E	Approved	13	0	13	13	250	3,250	6	7	0	0
Wellington Estates		Complete	8	8	0	0	250	0	8	0	0	0
DeLuca Residential (Wellington Estates)		Complete	29	29	0	0	250	0	7	7	6	0
AFBI Properties		Complete	7	7	0	0	250	0	3	4	0	0
Jackson Village	1-09004-278-E	Approved	12	0	12	8	250	3,000	0	0	4	4
Holland Enterprises S/D (Saddle Brook)	1-09004-279-E	Under Construction	116	62	54	54	250	13,500	13	27	27	27
Liberty Plaza	1-09004-285-E	Approved	10	0	10	6	250	1,500	0	0	3	3
Guarnaccia S/D	1-09004-250-E	Approved	9	0	9	6	250	1,500	0	2	2	2
Capital Solutions		Approved	8	0	8	8	250	2,000	0	8	0	0
Tremont Village		Approved	128	0	128	85	250	21,250	0	0	42	43
Costa (formerly DiEduccio)		Under Construction	15	5	10	10	250	2,500	5	5	5	0
Liberty Heritage Homes		Under Construction	13	8	5	0	250	0	0	0	4	4
Byberry Woods (SD Real Estate)		Proposed	39	0	39	39	250	9,750	0	12	12	15
Grain Motel		Proposed	40	0	40	40	250	10,000	0	0	20	20
Neoteric		Proposed	5	0	5	5	250	1,250	0	0	5	0
Lavengrn [b]		Proposed	15	0	15	11	250	3,750	0	0	11	0
Parx Casino [a]	1-09004-313-J	Proposed	712	0	712	474	250	118,300	0	0	237	237
Pet Wei (aka Panda)		Complete	4	4	0	0	250	0	0	0	4	0
Horizon Lot No. 2		Proposed	11	0	11	11	250	2,750	11	0	0	0
High Tides Café	1-09004-329-J	Complete	12	12	0	0	250	0	12	0	0	0
4492 Bensalem Blvd.	1-09004-336-X	Complete	1	1	0	0	250	0	1	0	0	0
Snyder Subdivision (Cypress Ave)	1-09004-335-J	Under Construction	2	1	1	1	250	250	2	0	0	0
Sarappo (4028 Bristol Pike)		Proposed	2	0	2	2	250	500	2	0	0	0
Snyder Property (4351 Pine Street)	1-09004-328-X	Proposed	1	0	1	1	250	250	0	1	0	0
Dhurotama (3981 Grace Ave.)	1-09004-323-J	Complete	1	1	0	0	250	0	0	1	0	0
Lesnec (Hulmeville and Galloway)	1-09004-320-E	Proposed	7	0	7	7	250	1,750	0	7	0	0
Snyder (4800 Cypress Ave.)	1-09004-321-E	Proposed	1	0	1	1	250	250	0	1	0	0
Woelk (2498 Annis Lane)	1-09004-311-X	Proposed	1	0	1	1	250	250	0	1	0	0
Robert Tuono (4337 Chestnut Ave)	1-09004-310-E	Proposed	1	0	1	1	250	250	0	1	0	0
Snyder (Boston Ave, TPN 2-5-321-1)		Complete	1	1	0	0	250	0	1	0	0	0
Nerosa (6378 Lewisville Ave, TPN 2-56-136-3)		Proposed	1	0	1	1	250	250	1	0	0	0
Matthews (3414 Oakford Ave, TPN 2-4-294, lot 2)		Proposed	1	0	1	1	250	250	1	0	0	0
Woelk (4450 Bensalem Blvd, TPN 2-71-70-1)		Proposed	1	0	1	1	250	250	1	0	0	0
Marketplace at Neshaminy		Proposed	30	0	30	30	250	7,500	5	4	0	24
Re-routing of Pump Station B-11 Force Main		Proposed	200	0	200	200	250	50,000	0	200	0	0
Tofu Processing Facility (via Pump Station B-11)		Proposed	111	0	111	111	250	27,750	0	111	0	0
Marmot Hotel (TPN 02-1-18-17, Horizon Blvd)		Proposed	51.2	0	51.2	51.2	250	12,800	0	0	51.2	0
Faith Uhry Mosque (TPN 2-1-55 & 2-33-111)		Proposed	1.51	0	1.51	1.51	250	378	0	0	1.51	0
Byberry Road Twin Dwellings (TPN 2-74-110)		Proposed	16	0	16	16	250	4,000	0	0	0	16
2670 Galloway Road (TPN 02-33-7)		Proposed	30	0	30	30	250	7,500	0	0	30	0
Miscellaneous EDUs		Potential	10	0	10	10	250	2,500	0	0	0	10
Holy Ghost Prep - 2556 Bristol Pike		Proposed	3,155	0	3,155	3,155	250	788.75	0	0	3,155	0
746 Ashton Road (TPN 2-78-101)		Proposed	1	0	1	1	250	250	0	0	1	0
Chick-Fil-A Restaurant (1523 Street Rd)		Proposed	4	0	4	4	250	1,000	0	0	4	0
TOTAL						1,245		311,216	101	395	497	381

[a] Used 712 EDUs as listed on the 2013 Chapter 94 Report.

[b] In accordance with Lavengrn Foundation letter dated 9/26/16 and DEP's email dated 9/19/16, this project is being treated as a facility of public need.

~ This project has either been partially or fully connected.

Connection Management Plan												
Updated on 1-23-18												
Neshaminy Interceptor Service Area Tributary to Totem Head Pump Station												
Development Name	PLANNING STATUS		CONNECTION STATUS						NICMP APPROVED EDU'S			
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Constructed To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017
Hulmeville Borough												
Vile Property		Proposed	3	0	1	1	250	250	1	0	0	0
Wheeler Property		Proposed	2	0	2	2	250	500	0	2	0	0
Lovett Property		Proposed	2	0	2	2	250	500	0	0	0	2
Historic Bldg Rehab (at Hulme and Water Sts)		Anticipated	0	0	0 (a)	0	250	0	0	0	0	0
Ferrod Property (on Ford Ave.)		Proposed	1	0	1	1	250	250	0	0	1	0
Kiss Electric		Proposed	1	0	1	1	250	250	0	0	1	0
Black Property (Trenton Road)		Proposed	50	0	50	50	250	12,500	0	0	50	0
Langhorne Wood Products Property (Trenton Road)		Proposed	35	0	35	35	250	8,750	0	0	0	35
TOTAL						92		21,000	1	2	52	37

(a) Anticipated that any new flow would be offset by mitigation actions and/or existing EDU credits.

Connection Management Plan

Updated on 4-22-18

Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station

Development Name	PLANNING STATUS		CONNECTION STATUS					NICMF APPROVED EDU'S				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPM/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017
Lansdowne (Hotspots)												
Miscellaneous Connections		Future	12	0	12	12	250	3,000	3	3	3	3

Connection Management Plan												
Updated on 1-22-18												
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station												
Development Name	PLANNING STATUS		CONNECTION STATUS					NICMP APPROVED EDU'S				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017
Lanshorne Manor Borough												
Miscellaneous Connections		Future	0	0	0	0	250	0	0	0	0	0
E&H Properties Construction (TPN 19-7-27-1)		Proposed	1	0	1	1	250	250	1	0	0	0
McGrath (TPN 19-4-7-1)		Proposed	1	0	1	1	250	250	0	1	0	0
EVV Homes, Rivera Project (TPN 19-1-89-3)	[a]	Proposed	2	0	2	2	250	500	0	0	1	1
Otto Grubb Property	[b]	Proposed	1	0	1	1	250	250	0	0	0	1
Hershere Homes, Lots A&B, Hill Ave	[b]	Proposed	2	0	2	2	250	500	0	0	0	2
TOTAL						7		1,750	1	1	1	4

- [a] Per the Borough Solicitor letter dated 12/6/17, it was requested that 2 EDU's be assigned for this project. As such, one miscellaneous EDU from the 2016 column and one miscellaneous EDU from the 2017 column was used for this project.
- [b] Added on 1/22/18 at request of Borough's Solicitor. The Otto Grubb property has received a variance from the Borough. The Hershere Homes project has not yet been through the Borough's approval process.

Connection Management Plan												
Updated on 1-22-18												
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station												
Development Name	PLANNING STATUS		CONNECTION STATUS					NICMP APPROVED EDU'S				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017
Lower Makefield Township												
Regency at Yardley - Singles	1-09929-267-X	Under Construction	191	157	34	34	250	8,500	30	30	35	35
Regency at Yardley - Carriages (f/m Townhomes)	1-09929-267-X	Under Construction	186	22	164	75	250	18,750	0	0	30	45
Matrix Lower Makefield Residential (aka Matrix Condo's)	1-09929-267-X	Approved	62	0	62	62	250	15,500	0	0	62	0
Matrix - Office	1-09929-267-X	Complete	6	2	0	0	250	0	0	1	1	0
Brookshire Section I	1-09929-247-311	Complete	21	21	0	0	250	0	1	0	0	0
Brookshire Section II	1-09929-247-311	Complete	8	8	0	0	250	0	5	3	0	0
Tenilo Tract	1-09929-262-E	Complete	5	5	0	0	250	0	1	0	0	0
Manhart Subdivision	1-09929-255-311	Under Construction	7	5	2	2	250	500	0	4	2	0
Fiorelli Grove	1-09929-268-E	Approved	3	0	3	3	250	750	0	3	0	0
Ans Hospital [a]		Proposed	223	0	223	148	250	17,000	0	0	74	74
Capstone Terrace	1-09929-272-31	Proposed	192	0	192	0	250	0	0	0	0	0
Reserve at Yardley (aka Freeman's Farm)	1-09929-278-E	Under Construction	15	14	1	1	250	250	0	0	5	10
Moon Nursery		Approved	15	7	8	15	250	3,750	0	15	0	0
Dogwood Drive (aka Harmony Lane Sub 1)	[c] 1-09929-273-31	Proposed	14	0	14	23	250	5,750	0	0	14	9
Grey Nun Retirement Community		Unknown	114	0	114	0	250	0	0	0	0	0
Grace Point Church (aka 1st Baptist Church)	1-09929-282-31	Approved	1	0	1	3	250	250	0	1	0	0
Pennwood Middle School Renovations		Approved	1	0	1	1	250	250	0	0	1	0
Miscellaneous Residential Development		--	60	0	60	51	250	12,750	0	0	51	0
Miscellaneous Non-Residential Development		--	70	0	70	69	250	17,250	0	0	69	0
Shady Brook Farm - Restroom	[b]	Proposed	1	0	1	1	250	250	0	0	1	0
TOTAL						486		121,500	37	59	345	173

[a] This project was reduced from 375,000 SF hospital with two 40,000 SF buildings to only a 110,000 SF health care village, but an updated EDU projection or connection rate was not provided. Therefore, the Projection Schedule has not been updated from the previous version of this table.

[b] Per Township Engineer's letter dated 1/2/18, one miscellaneous non-residential EDU from the Year 2016 column is to be used for this project.

[c] Per the table provided with Township Engineer's letter dated 1/2/18, it appears the 9 EDU's in Year 2017 column were intended to be moved to Year 2016 and utilize Miscellaneous Residential EDU's. This apparently was also requested in the Twp Engineer's letter dated 7/6/17 (part of the 9/23/17 NICMP Update Submission), but the change was not made then. Therefore, 9 EDU's were added to the 5 EDU's in the Year 2016 column (for total of 14 EDU's), and 9 EDU's were removed from the Year 2016 Miscellaneous Residential category. The 9 EDU's in the Year 2017 column were left as is.

[b] - This project has either been partially or fully connected

Connection Management Plan												
Updated on 1-23-18												
Newhamway Interceptor Service Area Tributary to Totem Road Pump Station												
Development Name	PLANNING STATUS		CONNECTION STATUS					NICMP APPROVED EDU'S				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017
Newtown Township												
Delancy Court	1-09935-156-E-rev	Under Construction	122	78	44	44	250	11,000	35	25	0	0
Villas	1-09935-160-E	Under Construction	177	173	4	4	250	1,000	22	18	0	0
Brabazon / 14 Eldridge		Approved	2	0	2	2	250	500	0	2	0	0
Smulczynski/ 135 Swamp	1-09935-158-E	Completed	1	1	0	0	250	0	1	0	0	0
Johnson Kendall Johnson	1-09935-169-E	Approved	1	0	1	1	250	250	0	0	1	0
Twinning (Sullivan)/ 178 Durham	1-09935-152-E	Completed	1	1	0	0	250	0	1	0	0	0
Univest Bank		Completed	10	1	0	0	250	0	2	8	0	0
Walsh/ 385 Stoopville	1-09935-185-33	Pending	1	0	1	1	250	250	1	0	0	0
Beneficial Bank	1-09935-179-X	Completed	10	1	0	0	250	0	2	8	0	0
Luthas 10 Friends Ln	1-09935-174-E	Pending	11	0	11	11	250	2,750	0	11	0	0
Platt/ 761 Newtown Yardley	1-09935-189-33	Pending	56	0	56	56	250	14,000	56	0	0	0
Melaky Tract/ Stoopville		Completed	45	45	0	0	250	0	15	30	0	0
Silver Lake Exec Campus		Pending	45	0	45	45	250	11,250	0	45	0	0
Cricklewood (CAU)		Proposed	45	0	45	45	250	11,250	0	0	45	0
Brookshire Estates	1-09935-155-33	Pending	1	0	1	1	250	250	1	0	0	0
Deluca/ 192 Durham		Completed	1	1	0	0	250	0	1	0	0	0
Luis Flores/ 595 Linton Hill		Pending	2	0	2	2	250	500	2	0	0	0
Promenade	1-09935-184-33	Proposed	35	0	35	35	250	8,750	18	17	0	0
Margotti & Kroll (firm DeLorenzo Tomato Pie)	1-09935-186-X	Under Construction	10	3	7	7	250	1,750	0	10	0	0
Qdoba Restaurant/ 250 S Eagle		Proposed	10	0	10	10	250	2,500	10	0	0	0
Wong/ 94 Richboro Rd		Completed	10	1	0	0	250	0	10	0	0	0
Stonehaven Homes/ 162 Durham		Proposed	1	0	1	1	250	250	1	0	0	0
Pickering Manor		Proposed	35	0	35	35	250	8,750	10	10	15	0
Chandler Hall/ 99 Barclay St	1-09935-188-33	Proposed	7	0	7	7	250	1,750	0	7	0	0
HIM		Proposed	125	0	125	125	250	31,250	0	75	50	0
Wynneer Hunt/ Buck Rd		Proposed	75	0	75	75	250	18,750	0	35	40	0
Stockland Inc/ 4-6 Sycamore		Proposed	10	0	10	10	250	2,500	0	10	0	0
BCC College/ Swamp Rd		Proposed	26	0	26	26	250	6,500	0	26	0	0
Optimal Sports/ 826 Newtown-Yardley Rd	1-09935-190-33	Completed	6	6	0	0	250	0	6	0	0	0
Meybo's - 13 Swamp Rd. (formerly Ryzner (Dicks)		Under Construction	12	6	6	6	250	1,500	12	0	0	0
Newtown Race/ Pheasant Rd		Proposed	25	0	25	25	250	6,250	0	25	0	0
C. Rock/Middle School	1-09935-180-X	Proposed	10	0	10	10	250	2,500	0	0	5	5
Mid Race Office Campus (1051 Landonhurst Rd)	1-09935-134-X	Proposed	5	0	5	5	250	1,250	5	0	0	0
Business Commons	(a)	Potential	105	0	105	8	250	2,000	8	0	0	0
Newtown Shopping Center	(a)	Potential	105	0	105	7	250	1,750	7	0	0	0
Village @ Newtown E&W	(a)	Potential	105	0	105	7	250	1,750	7	0	0	0
Village @ Newtown South	(a)	Potential	105	0	105	7	250	1,750	7	0	0	0
Corners @ Newtown	(a)	Potential	140	0	140	7	250	1,750	7	0	0	0
Newtown Depot	(a)	Potential	105	0	105	7	250	1,750	7	0	0	0
Newtown Plaza	(a)	Potential	105	0	105	7	250	1,750	7	0	0	0
Misc. Non-Residential		Potential	438	0	438	159	250	39,750	0	54	105	0
Misc. Residential		Potential	351	0	351	52	250	13,000	0	16	36	0
Phila. Archdiocese (291 Durham Rd, TPN 29-1-20)		Completed	1	1	0	0	250	0	1	0	0	0
Brixmor at Village @ Newtown SC		Proposed	93	0	93	93	250	23,750	0	93	0	0
Villas at Newtown (TPN 29-10-76)		Proposed	6	6	0	6	250	1,500	0	6	0	0
Laughlin Property (TPN 29-007-001 & -002)		Proposed	9	0	9	9	250	2,250	0	9	0	0
Fresenius Dialysis (105 Terry Drive)		Proposed	16	0	16	16	250	4,000	0	16	0	0
Acqua e Farina		Proposed	1	0	1	1	250	250	0	1	0	0
TOTAL						977		244,250	262	569	297	5

(a) Per Township's letter dated 4-27-15, they were instructed to eliminate these categories and instead move them to a miscellaneous non-residential category. Therefore, Year 2014 projections were left in place, but projections beyond 2014 were based on the miscellaneous category.

- This project has either been partially or fully connected

Connection Management Plan												
Updated on 1-22-18												
Neshaminy Interceptor Service Area Tributary to Tolem Road Pump Station												
Development Name	PLANNING STATUS		CONNECTION STATUS						NICMP APPROVED EDU'S			
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017
Lower Southampton Township												
Clabbers		Proposed	3	0	3	3	250	750	0	3	0	0
Dorothy Destalet (Woodside Ave & Spring Ave)		Proposed	3	0	3	3	250	750	0	3	0	0
Tulip Lane		Approved	1	0	1	1	250	250	1	0	0	0
Eastern Dawn Mobile Home Park Expansion		Proposed	52	0	52	52	250	13,000	0	0	52	0
New Tawanka Elementary School		Proposed	24.72	0	24.72	24.72	250	6,180	0	24.72	0	0
Misc. Growth		Potential	5/year	0	5/year	15	250	3,750	0	5	5	5
TOTAL						98.72		24,680	1	36	57	5

Connection Management Plan

Updated on 1-22-18

Neshaminy Interceptor Service Area Tributary to Tatem Road Pump Station

Development Name	PLANNING STATUS		CONNECTION STATUS					NICMF APPROVED EDU'S				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (CPD)	2014	2015	2016	2017
Northampton Township												
Keith Boyd Subdivision	Exemption Granted	Under Construction	4	3	1	3	250	750	3	0	0	0
Spaeth Subdivision	1-09917-401-JJ	Under Construction	3	1	2	2	250	500	2	0	0	0
Sewer District 3 - Residential, Phase I (Harvest Ac)	EHB 2008-184L	Approved	41	18	23	8	250	2,000	2	2	2	2
Sewer District 3 - Residential, Phase II (Traymore Manor, Grenoble Manor Area)	EHB 2008-184L	Approved	254	108	146	48	250	12,000	12	12	12	12
Sewer District 3 - Non-Residential	EHB 2008-184L	Approved	254	138	116	123	250	31,250	123	0	0	0
Jubette's Garden	1-09917-402-JJ	Under Construction	6	3	3	6	250	1,500	6	0	0	0
Holland Estates	Exemption Granted	Approved	7	2	5	5	250	1,250	5	0	0	0
Schultz Subdivision	Exemption Granted	Approved	3	1	2	3	250	750	3	0	0	0
Lehurst Development (Toll Bros)	1-09917-390-JJ	Under Construction	40	11	29	40	250	10,000	40	0	0	0
Norton Subdivision (2 lots)	1-09917-384-Z	Completed	1	1	0	1	250	250	1	0	0	0
Sewer District 3 - Non-Residential (Future Growth)	EHB 2008-184L	Proposed	54	2	52	40	250	10,000	10	10	10	10
Davis Property	1-09917-408-JJ, -409-JJ	Under Construction	65	10	55	55	250	13,750	55	0	0	0
Sewer District 3 - 63 Richard Road	1-09917-393-X	Proposed	2	0	2	2	250	500	2	0	0	0
295 Buck Road	1-09917-392-X	Proposed	3	1	2	2	250	500	2	0	0	0
216 Bustleton Pike		Proposed	1	0	1	1	250	250	1	0	0	0
Keith Boyd Minor Subdivision - Sunset Dr		Completed	1	1	0	1	250	250	1	0	0	0
Proposed Development (31.893 acres)		Proposed	10	0	10	10	250	2,500	10	0	0	0
Proposed Development (12 acres)		Proposed	10	0	10	10	250	2,500	10	0	0	0
Proposed Development (47.38 acres)		Proposed	10	0	10	10	250	2,500	10	0	0	0
Proposed Development (6.7 acres)		Proposed	5	0	5	5	250	1,250	5	0	0	0
Council Rock School District		Proposed	75	0	75	75	250	18,750	75	0	0	0
Miscellaneous Growth per NBCMA's 2011 Chap 94		Proposed	Unknown	4	Unknown	71	250	17,750	1	5	35	30
140 Rockville Road	1-09917-394-X	Completed	1	1	0	1	250	250	1	0	0	0
10 Cameron Drive		Completed	1	1	0	1	250	250	1	0	0	0
Bustleton Pike - Snyder	1-09917-397-X	Completed	1	1	0	1	250	250	1	0	0	0
Rockville Road (IM Contracting)		Completed	1	1	0	1	250	250	1	0	0	0
Chapel Woods Assoc. (382 Beverly Rd)		Proposed	1	0	1	1	250	250	1	0	0	0
656 East Holland Rd (Waverly)	1-09917-218-J	Approved	15	0	15	15	250	3,750	15	0	0	0
Kampus Klothes		Completed	1	1	0	1	250	250	1	0	0	0
295 Buck Road (Unit 4)		Completed	5	5	0	4	250	1,000	4	0	0	0
Crossroads Plaza (TPN 31-15-21-4)		Proposed	5	0	5	3	250	750	0	0	1	2
Municipal Expansion		Proposed	4	0	4	4	250	1,000	0	0	4	0
Richboro Plaza (TPN 31-3-103)		Proposed	5	0	5	3	250	750	0	0	1	2
Wawa - Richboro		Under Construction	2	0	2	2	250	500	0	0	2	0
777 Hathboro Road (TPN 31-5-82-1)		Proposed	1	0	1	1	250	250	0	1	0	0
Industrial Redevelopment (TPN 31-1-4)		Proposed	36	0	36	36	250	9,000	0	0	36	0
Wright Property (TPN 31-26-25-1)		Proposed	40	0	40	40	250	10,000	0	0	20	20
Sibley Property (TPN 31-1-7-2)		Proposed	2	0	2	2	250	500	0	0	2	0
Catalano/Pinnacle aka Russell Prop (TPN 31-10-75)		Proposed	8	0	8	8	250	2,000	0	0	8	0
Jake's Eatery (TPN 31-15-145)		Completed	4	4	0	4	250	1,000	0	4	0	0
875 Buck Road (TPN 31-34-1)		Completed	1	1	0	1	250	250	0	1	0	0
1671 Budgetown Pike (TPN 31-39-7-1)		Approved	1	0	1	1	250	250	0	1	0	0
Holland Middle School Expansion (TPN 31-35-5)	1-09917-413-JJ	Under Construction	61.5*	0	13.5	13.5	250	3,375	0	0	61.5	0
Misc. Change in Use		Potential	150	0	150	30	250	7,500	0	10	10	10
Russell Tract (TPN 31-5-45)	1-09917-410-JJ	Approval Pending	3	0	3	3	250	1,250	4	1	0	0
McKenna - 793 Hathboro Road (TPN 31-5-82)	1-09917-408-JJ	Approval Pending	2	0	2	2	250	500	0	2	0	0
Deluca Subdivision at 500 New Road (TPN 31-5-40)	1-09917-412-JJ	Approval Pending	1	0	1	1	250	250	0	1	0	0
Montague Subdivision (TPN 31-15-20)		Approval Pending	1	0	1	1	250	250	0	1	0	0
Civic Center Restroom	1-09917-419-X	Under Construction	1	0	1	1	250	250	1	0	0	0
Glasgow Road (TPN 31-13-3 & -8)	1-09917-415-X & -416-X	Under Construction	3	0	3	3	250	750	3	0	0	0
Northampton Twp Police Station (111 Township Rd)	1-09917-418-JJ	Pending	3	0	3	3	250	750	3	0	0	0
444 St Leonards Rd LLC (TPN 31-21-45)	1-09917-417-JJ	Pending	9	1	8	8	250	2,000	8	0	0	0
Stoney Ford Rd (TPN 31-35-18-2)		Proposed	1	0	1	1	250	250	0	1	0	0
TOTAL						721.5		180,375	425	52	207	88

* The total EDU's (61.5) include existing sewer flows. Informed that no additional EDU's were needed for the expansion.

- This project has either been partially or fully connected

EXHIBIT D
LOWER MAKEFIELD TOWNSHIP
FLOW LIMITATIONS (PWD)

The following flow limitations are based on the five (5) year average that includes 2012 through 2016. Flows noted below shall be adjusted based upon connections made during the five (5) year period.

I.	Five-year Average Flow (2012-2016)	734,000 gpd
II.	Maximum Daily Flow	1,027,600 gpd
III.	Instantaneous Peak Flow	1,468,000 gpd

It should be noted that the Peak Instantaneous Flow at the connection points with Lower Makefield Township will be based on peak hourly flow.

EXHIBIT E
LOWER MAKEFIELD TOWNSHIP
FLOW LIMITATIONS (DEP)

The following flow limitations are based on the five (5) year average that includes 2012 through 2016. Flows noted below shall be adjusted based upon projections and connections made during the period five (5) year metering period.

I.	(2012 - 2016) Average Flow	734,000 gpd
II.	Instantaneous Peak Flow	1,835,000 gpd

It should be noted that the Peak Instantaneous Flow at the connection points with Lower Makefield Township will be based on peak hourly flow.

**EXHIBIT F
PENALTY CALCULATION
Neshaminy Interceptor
Sample Penalty Calculation for Customer Contributions to PWD Limit Exceedances**

Column # ==>	A	B	C=A-B	D	E	F=D-E	G	H	I=C/Hx100	J	K=IxI
	ABC Imp Flow			Totem Road Pump Station			Exceedance Surcharge Allocation				
Date	Max Daily Cmgd)	Limit (mgd)	Exceedance (mgd)	Totem Rd Flow Ogd)	Limit (mgd)	Exceedance (mgd)	Sum of All Customers' Max Daily (mgd)	Sum of All Customers' Total Exceedance (mgd)	ABC Imp Share of Total Exceedance	RWD Surcharge	ABC Imp Share
5/18/2025	7.39	2.76	4.63	51.85	37.00	14.85	54.05	27.90	16.6%	6170,763.50	623,327.53
5/19/2025	3.82	2.76	1.06	40.59	37.00	3.59	33.27	7.23	14.6%	641,273.50	66,043.52
6/16/2025	4.20	2.76	1.44	38.27	37.00	1.27	34.42	8.29	17.4%	614,616.50	62,536.88
6/17/2025	6.80	2.76	4.04	45.28	37.00	8.23	50.24	24.06	16.3%	695,243.00	615,935.70
6/18/2025	4.01	2.76	1.25	40.71	37.00	3.71	39.16	13.03	9.6%	642,619.00	64,083.89