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EXHIBIT F15

AGREEMENT, DATED JANUARY 28, 1980, BY AND BETWEEN  
MIDDLETOWN TOWNSHIP, LOWER MAKEFIELD TOWNSHIP,  
THE MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF  
LOWER MAKEFIELD, AND THE BUCKS COUNTY WATER AND  
SEWER AUTHORITY

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WJC:irb 9/26/79 , 12 19 79 , 1/21/80

AGREEMENT made this 28 day of January  
<sup>1980</sup>~~1979~~, by and between MIDDLETOWN TOWNSHIP, a Township of the Second Class located in the County of Bucks, Commonwealth of Pennsylvania (hereinafter referred to as MIDDLETOWN), LOWER MAKEFIELD TOWNSHIP, a Township of the Second Class located in the County of Bucks, Commonwealth of Pennsylvania, (hereinafter referred to as LOWER MAKEFIELD), THE MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD, a municipal authority organized under the Pennsylvania Municipal Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented, (hereinafter referred to as AUTHORITY), and the BUCKS COUNTY WATER AND SEWER AUTHORITY, a municipal authority organized under the Pennsylvania Municipal Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented, (hereinafter called COUNTY AUTHORITY),

WHEREAS, MIDDLETOWN is the owner of a sanitary sewer interceptor line terminating at the intersection of Big Oak Road and Township Line Road in the Township of Middletown; and

WHEREAS, the aforesaid interceptor line transmits domestic sewage from areas in Middletown Township to the Neshaminy Interceptor Line; and

WHEREAS, the Neshaminy Interceptor Line is owned and operated by the COUNTY AUTHORITY and has been constructed for the purpose of transmitting domestic sewage from municipalities in the lower end of Bucks County to the City of Philadelphia for treatment; and

WHEREAS, certain portions of Lower Makefield Township in an area adjacent to the Middletown Township Line presently has no sanitary sewer facilities; and

WHEREAS, LOWER MAKEFIELD is desirous of supplying sanitary sewer facilities to a service area more particularly described in the within Agreement; and

WHEREAS, LOWER MAKEFIELD and AUTHORITY intend to cause to be constructed by certain real estate developers a sanitary sewage collection system in and for the service area to collect but not to treat or dispose of sanitary sewage from properties located in the service area, more particularly defined herein, which facilities when constructed will be dedicated to the AUTHORITY and subject to a Lease from the AUTHORITY to LOWER MAKEFIELD; and

WHEREAS, AUTHORITY and LOWER MAKEFIELD have requested MIDDLETOWN to enter into a transmission agreement in accordance with the terms hereof whereby sanitary sewage collected from the properties located in the service area will be transmitted to the Neshaminy Interceptor Line,

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto covenant and agree as follows:

SECTION 1. The following terms for and only for the purposes of this Agreement shall have the following meanings, unless the context clearly otherwise requires:

A. "The Lower Makefield Sewage Collection System" means the sanitary sewage collection facilities to be constructed by interested developers and to be acquired by Lower Makefield for the purpose of collection of sanitary sewage from properties located in the service area.

B. "Sewage", "Waste Water", "Sanitary Sewage", and "Sanitary Waste" means normal water carried, household and toilet wastes from an improved Residential property or the rest room facilities of any Commercial or Industrial properties.

C. "Prohibited Wastes" shall mean storm water, water from roof, surface or subsurface drainage, water from storm water inlets, sump pumps, floor drains, roof leaders and other direct sources; industrial wastes, chemicals and other water or sanitary waste having any of the following properties:

(1) any liquid or vapor having a temperature higher than 150° F.

(2) any water or waste which may contain more than 100 parts per million by weight of fat, oil or grease.

(3) any gasoline, benzene, naphtha, fuel oil or other inflammable or explosive liquid, solid or gas.

(4) any garbage that has not been properly shredded.

(5) any ashes, cinders, sand, mud, straw, wood or metal shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other viscous substance capable of causing obstruction to the flow in the sewer system or other interference with the proper operation of the sewer system.

(6) any waters or wastes having a pH lower than 6.0 or higher than 8.4 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the sewer system.

(7) any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the receiving waters of the sewer system. Toxic wastes shall include, but not be limited to, wastes containing cyanide, lead, copper and/or chromium ions.

(8) any waters or wastes of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment works except as may be approved by Middletown.

(9) any noxious or malodorous gas or substance capable of creating a public nuisance.

(10) no rates of flow taking on the proportions of a Slug. This applies likewise to Domestic Sewage.

(11) radioactive materials.

(12) highly colored wastewaters.

(D) "Service Area" means the area set forth in the attached sketch prepared by Gannett Fleming Corddry & Carpenter, Inc. and identified as a shaded area. The particular areas subject to this Agreement shall be the following named subdivisions:

Independence Square

Cutler Tract

Realty Engineering Tract

Granor-Bank Tract

comprising a total of 632 residential units, Exhibit "A" attached.

(E) "Average Daily Flow" means the sewage flowing through a metering station computed by taking the total flow for the day in question and the flows of the immediate preceding and immediate succeeding days and dividing this three (3) day total by three (3). The number of days to be used to measure the flow shall be altered in the event the National Pollution Discharge Elimination System (NPDES) permit standard is altered.

SECTION 2. This Agreement shall be in full force and effect for a period of forty (40) years commencing with the date of the issuance by AUTHORITY of the first sewage connection permit to the AUTHORITY's collection system located within the aforesaid ser-

service area. MIDDLETOWN acknowledges that AUTHORITY's proposed collection system in the aforesaid service area shall be constructed by private developers and when completed dedicated to AUTHORITY and because of such fact MIDDLETOWN agrees that this Agreement shall be in full force and effect for a period of not less than two (2) years from the date of its execution. In the event that the aforesaid proposed collection system is constructed and at least partially in operation within said two (2) year period then this Agreement shall remain in full force and effect for the forty (40) year period as stated above. If within five (5) years from the date of the first connection LOWER MAKEFIELD has not used the entire allocation then such unused capacity shall revert to MIDDLETOWN unless LOWER MAKEFIELD agrees to pay to MIDDLETOWN a sum calculated by multiplying the amount of the unused capacity times the annual rate then in effect.

SECTION 4. MIDDLETOWN agrees to accept and transmit through its interceptor line pursuant to the terms of this Agreement an average daily flow from the service area of .250 MGD. The service area shall consist of the following parcels of ground and the number of residential units indicated:

Independence Square	226 units
Cutler Tract	140 units
Granor-Bank Tract	97 units
Realty Engineering	<u>169 units</u>

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SECTION 5. AUTHORITY agrees:

A. To acquire from developers within the aforesaid service area a sanitary sewage collection system which system shall be constructed in conformity with the rules and regulations of the Department of Environmental Resources or with the rules and regulations of LOWER MAKEFIELD whichever rules and regulations are more

stringent. Engineering plans and drawings for the aforesaid sanitary sewage collection system shall be approved by the Consulting Engineer for AUTHORITY and shall be submitted prior to construction to the Consulting Engineer of MIDDLETOWN for review.

B. That the connection of the Lower Makefield Sanitary Sewage Collection System to MIDDLETOWN's aforesaid interceptor line shall be at a point as indicated on the attached plan or plans prepared by the Consulting Engineer for MIDDLETOWN, which plan is incorporated herein by reference and marked Exhibit "B".

C. To cause to be constructed metering chambers, in accordance with plans prepared by the Consulting Engineer for AUTHORITY and which plans shall be submitted prior to construction to the Consulting Engineer of MIDDLETOWN for review and approval, at the connection point for the purpose of metering the flow of sanitary sewage from the aforesaid collection system to MIDDLETOWN's aforesaid interceptor line.

D. To supplement its existing lease with the Lower Makefield Board of Supervisors to include the sanitary sewage collection system proposed herein, said system to be operated pursuant to an existing lease between the AUTHORITY and the Lower Makefield Township Board of Supervisors.

SECTION 6. LOWER MAKEFIELD agrees:

A. To enact, keep in effect and use its best efforts to enforce during the term of this Agreement an Ordinance requiring that all sanitary sewage collected from properties located in the aforesaid service area shall be discharged into the Lower Makefield Sanitary Sewage Collection System, and prohibiting the discharge into said system of any waste other than sanitary sewage as defined herein.

B. During the term of this Agreement, to discharge all sanitary sewage from the aforesaid service area collected by the Lower Makefield Sanitary Sewage Collection System into MIDDLETOWN's aforesaid interceptor line under the provisions of this Agreement. Said sanitary sewage discharge is to be made at the point of connection designated as Connection Point #2 on the attached plan prepared by Pennoni Associates and marked as Exhibit "B". In the event MIDDLETOWN's capacity is not sufficient LOWER MAKEFIELD shall have the right to discharge any sanitary sewage in excess of .250 MGD to any other available source.

C. To enter into an Agreement with AUTHORITY amending the existing lease so that the aforesaid sanitary sewage collection system to be constructed herein shall be included under the terms of the existing lease between the Lower Makefield Township Board of Supervisors and the AUTHORITY.

SECTION 7. MIDDLETOWN agrees:

A. During the term of this Agreement, to receive and transport to the Neshaminy Interceptor Line sanitary sewage from the aforesaid service area collected by AUTHORITY. The average daily flow as defined herein to be transmitted by MIDDLETOWN shall not exceed .250 MGD.

B. MIDDLETOWN shall not contract with any other municipality or with any other individual or corporation which contract would result in MIDDLETOWN being unable to comply with the covenant of paragraph 7(A).

SECTION 8. If the maximum daily average flow from LOWER MAKEFIELD is exceeded on three successive days or on five days in any calendar month, in addition to the normal charge herein set forth, the total flows in excess of the maximum average daily flow will be billed as a penalty sur charge on a quarterly basis at a

rate of ninety cents (\$.90) per thousand gallons for flows in excess of the average daily allowance. In the event there is any increase in the rates charged to Lower Makefield, the penalty rate as set forth in this section shall be increased proportionally.

X SECTION 9. MIDDLETOWN agrees that AUTHORITY shall have the right to connect its said sanitary sewage collection system to MIDDLETOWN's aforesaid interceptor line upon 72 hours notice to MIDDLETOWN's Consulting Engineer. MIDDLETOWN reserves the right to inspect any and all service connections leading from the AUTHORITY's sanitary sewage collection system to MIDDLETOWN's aforesaid interceptor line prior to connection. Said inspection shall be made by MIDDLETOWN's Consulting Engineer or in lieu thereof, the Engineer of MIDDLETOWN may accept the inspection certificate of the Consulting Engineer of AUTHORITY and/or LOWER MAKEFILED. The cost of this inspection shall be borne exclusively by the AUTHORITY.

SECTION 10. The operation of MIDDLETOWN's aforesaid interceptor line or lines shall be and remain under the exclusive direction and control of MIDDLETOWN and it shall not be liable to LOWER MAKEFIELD and/or AUTHORITY for any failure or inadequacies of said interceptor line or lines by virtue of any emergency breakdown or other emergency conditions causing said interceptor line or lines to be inoperative.

SECTION 11. All reasonable engineering and legal costs and fees incurred by MIDDLETOWN with respect to the preparation of this Agreement and any inspections, meetings and other services required in connection with the approval, implementation and effectuation of said Agreement shall be borne exclusively by AUTHORITY. Vouchers per this paragraph 11 are to be submitted to AUTHORITY for inspection and approval, said approval not to be unreasonably withheld. When approved, said vouchers are to be paid within three (3) months of the date of presentment of any such voucher or vouchers.

SECTION 12. One (1) month after the end of each quarter-annual period during the term of this Agreement, LOWER MAKEFIELD shall pay to MIDDLETOWN as a service charge for receiving and transporting from point of connection to the Neshaminy Interceptor Line a sum which shall be calculated by multiplying the number of residential dwelling units connected to the system in the preceding quarter times \$40.00, it being acknowledged that the aforesaid figure is the current quarterly rate charged to the present customers of MIDDLETOWN. This rate includes the cost of transportation and treatment charged by the COUNTY AUTHORITY and MIDDLETOWN agrees to pay to the COUNTY AUTHORITY so much of the aforesaid rate as is required to meet the obligations to COUNTY AUTHORITY. MIDDLETOWN shall have the right to charge to LOWER MAKEFIELD any increase in the County cost of transportation and treatment. In the event that the annual sewer rate charged by MIDDLETOWN to its customers within MIDDLETOWN is changed or modified, the aforesaid rate shall be changed accordingly. The annual rate of \$160.00 per EDU, payable quarterly, shall be the minimum rate charged to LOWER MAKEFIELD.

112 SECTION 13. Within sixty (60) days from the execution of this Agreement, LOWER MAKEFIELD shall cause to be paid to MIDDLETOWN as a capital contribution the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS.

SECTION 14. AUTHORITY shall collect from each residential unit connecting to the system, a tie-in fee of THREE HUNDRED (\$300.00) DOLLARS and upon receipt of said sum shall forward one-half (1/2) to MIDDLETOWN.

SECTION 15. In addition thereto, if the COUNTY AUTHORITY requires MIDDLETOWN to install meters in Middletown Township, AUTHORITY and/or LOWER MAKEFIELD agree to pay a pro rata share, based upon metered flows from the aforesaid service area through MIDDLETOWN's aforesaid interceptor line pursuant to the terms of this Agreement, of any and all costs incurred by MIDDLETOWN in compliance therewith.

SECTION 16. Furthermore, AUTHORITY and LOWER MAKEFIELD agree to reimburse MIDDLETOWN for any other sums of money, if any, paid to COUNTY AUTHORITY as a result of the effectuation of this Agreement upon proof of payment and presentment to AUTHORITY and LOWER MAKEFIELD; payments pursuant to this paragraph shall be made within three (3) months of the date of presentment of any such claim.

SECTION 17. MIDDLETOWN reserves the right to impose upon LOWER MAKEFIELD and/or AUTHORITY, in addition to all other payments required pursuant to the terms of this Agreement, a surcharge equal in amount to any surcharge imposed upon MIDDLETOWN by the COUNTY AUTHORITY or by any other legal entity as a result of the introduction of industrial sewage by LOWER MAKEFIELD from the aforesaid service area into MIDDLETOWN's aforesaid interceptor line or lines.

SECTION 18. The rendering of any and all sewer rental bills and collections thereof from the property owners located within the aforesaid service area shall be performed by AUTHORITY and/or LOWER MAKEFIELD.

SECTION 19. AUTHORITY and LOWER MAKEFIELD covenant and agree to maintain the Lower Makefield Sanitary Sewage Collection System in good repair and operating condition, to operate the same continuously in an economical and efficient manner, to pay all costs of operation and make all repairs, renewals, replacements and improvements, and to generally maintain the system in order to insure adequate sanitary sewage service.

SECTION 20. AUTHORITY and LOWER MAKEFIELD agree to indemnify and save harmless MIDDLETOWN against all losses, costs, damages, demands, suits, judgments, or claims of any nature or kind whatsoever arising or growing out of the operation of the Lower Makefield Sanitary Sewage Collection System.

SECTION 21. MIDDLETOWN agrees to indemnify and save harmless AUTHORITY and LOWER MAKEFIELD against all losses, costs or damages, on account of any injury to persons or property occurring in the performance of this Agreement due solely to the negligence of MIDDLETOWN, its servants, agents, or employees.

SECTION 22: LOWER MAKEFIELD agrees:

A. That the specifications for, and the rules and regulations of LOWER MAKEFIELD governing the installation of laterals connecting properties in the aforesaid service area to the Lower Makefield Sanitary Sewage Collection System shall be at least as stringent as the requirements set forth for like installations or work by MIDDLETOWN.

B. That MIDDLETOWN's Consulting Engineer may inspect the Lower Makefield Sanitary Sewage Collection System as well as the installation of any and all laterals connecting properties to the Lower Makefield Sanitary Sewage Collection System to assure compliance with all the requirements to this Agreement.

C. That no property whatever in the aforesaid service area shall be connected to the Lower Makefield Sanitary Sewage Collection System unless:

1. A permit therefor has been issued by LOWER MAKEFIELD; and
2. LOWER MAKEFIELD has given MIDDLETOWN three (3) days prior written notice of such connection.

✓ D. That upon completion of the Lower Makefield Sanitary Sewage Collection System, LOWER MAKEFIELD shall provide MIDDLETOWN with a complete set of as-built drawings of said system, showing complete information as to location, grade and depth of line, location of manholes and "Y" branches, easements and other similar relevant information.

E. LOWER MAKEFIELD shall provide authorized representatives of MIDDLETOWN with access at all times to the Lower Makefield Sanitary Sewage Collection System and the laterals connected thereto, and permit such representatives to inspect the same and to permit such representatives to make tests of the flowage passing through same.

F. LOWER MAKEFIELD shall keep an accurate record of the number and location of properties connected to the Lower Makefield Sanitary Sewage Collection System and will make such records available, at any and all reasonable times, during normal business hours, for examination by authorized representatives of MIDDLETOWN. Within ten (10) days after the end of each quarter-annual period, LOWER MAKEFIELD shall advise MIDDLETOWN, in writing, of the number of properties having a sewer connection to the Lower Makefield Sanitary Sewage Collection System in such quarter.

SECTION 23. MIDDLETOWN covenants and agrees to keep its aforesaid interceptor line in a good and useable condition during the term of this Agreement and it further covenants and agrees that at all times during the period of this Agreement that it will maintain sufficient capacity in said interceptor line to properly receive and transport sanitary sewage for the aforesaid service area to the Neshaminy Interceptor to the extent that the same may be discharged thereto under the terms of this agreement.

SECTION 24. MIDDLETOWN agrees, at the sole cost and expense of AUTHORITY, to take all other actions and perform all other acts at any time necessary during the term of this Agreement to permit it to perform its obligation hereunder.

SECTION 25. The parties hereto agree that this Agreement and its effectuation shall be subject to Agreement of COUNTY AUTHORITY, the Department of Environmental Resources, and such other state and federal agencies whose approval and consent may be required. MIDDLETOWN agrees to comply at all times with any requirements of the Department of Environmental Resources and the Commonwealth of Pennsylvania or any other governmental agency having jurisdiction over it.

SECTION 26. The parties hereto agree that if, at any time, disputes shall arise between them concerning the terms of this Agreement, the matter of difference shall be referred to three (3) Consulting Engineers one to be appointed by each party hereto and the third to be agreed upon by the two said appointees and the decision or award of the majority of said arbitrators shall be final and binding upon the parties hereto, their respective successors and assigns.

SECTION 27. Parties hereto agree that at the expiration of the initial term, this Agreement may be renewed and extended for a further period of five (5) years subject to all the terms and conditions herein contained, and so on from year to year, unless and until each party shall give to the other two (2) years written notice of intention to terminate this Agreement.

SECTION 28. The parties hereto agree that this Agreement is conditioned upon approval by the COUNTY AUTHORITY and further conditioned upon COUNTY AUTHORITY extending its existing transportation and treatment agreement with MIDDLETOWN to allow for the treatment and transportation of the sanitary sewage from the

aforesaid service area or in the alternative, COUNTY AUTHORITY contracting directly with AUTHORITY for the transportation and treatment of sanitary sewage generated from the aforesaid service area through the Neshaminy Interceptor to the Philadelphia Treatment Facility.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized Chairman or Vice-Chairman and their corporate seal to be affixed hereunto and attested by its Secretary or Assistant Secretary all as of the day and year first above written.

MIDDLETOWN TOWNSHIP BOARD OF SUPERVISORS

By Aldridge Erent  
Chairman

ATTEST:

[Signature]  
Secretary

MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD

By William A. Turner  
Chairman

ATTEST:

Andrew H. Johnson  
Secretary

TOWNSHIP OF LOWER MAKEFIELD BOARD OF SUPERVISORS

By Donnell  
Chairman

ATTEST:

[Signature]  
Secretary

This Agreement is hereby approved by the BUCKS COUNTY WATER AND SEWER AUTHORITY, subject to the condition that the Authority grants no assurances or guarantees as to the current or future capacity of its interceptors or facilities.

BUCKS COUNTY WATER AND SEWER AUTHORITY

By [Signature]  
Chairman

ATTEST:

Aldridge Erent  
Secretary

EXHIBIT "A"

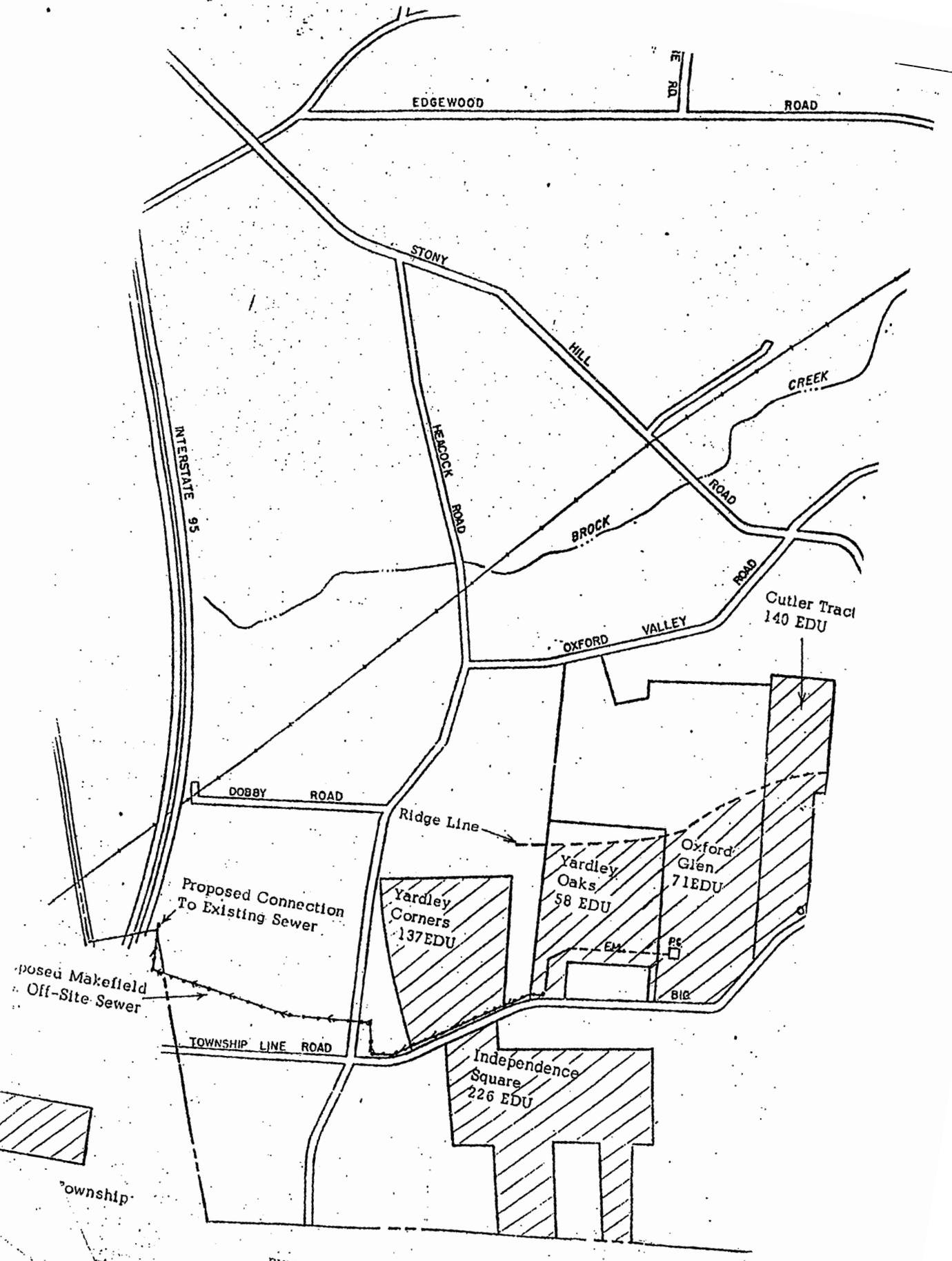


EXHIBIT "A"

