
EXHIBIT F17

AGREEMENT, DATED SEPTEMBER 14, 1987, BY AND BETWEEN
NEWTOWN JOINT MUNICIPAL AUTHORITY AND THE
MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF
LOWER MAKEFIELD

17-
G-13

A G R E E M E N T

THIS AGREEMENT, made and concluded this 14th day of *September*, 1987, by and between NEWTOWN, BUCKS COUNTY, JOINT MUNICIPAL AUTHORITY, having a principal place of business at 15 South Congress Street, Newtown, Pennsylvania (hereinafter referred to as "Newtown"), and the MUNICIPAL SEWER AUTHORITY of the TOWNSHIP OF LOWER MAKEFIELD, having a principal place of business at 1100 Edgewood Road, Yardley, Pennsylvania (hereinafter referred to as "Lower Makefield").

WITNESSETH:

WHEREAS, Lower Makefield, as a part of the development of a Project known as "Yardley Run", is extending a sewer line along Lindenhurst Road, from its intersection with Twining Road, in a southerly direction to the Core Creek Interceptor; and

WHEREAS, a Project is being developed in Newtown Township known as "1205, Inc.", which said Project fronts on the Lower Makefield sewer line being extended along Lindenhurst Road; and

WHEREAS, the parties hereto agree that it is appropriate for the wastewater flows from the 1205, Inc. Project located in Newtown Township to flow into the Lower Makefield line being constructed along Lindenhurst Road; and

WHEREAS, the parties hereto are desirous of entering into an Agreement for the purpose of providing sewer service for the Newtown Township Project into the Lower Makefield line previously referred to.

NOW, THEREFORE, intending to be legally bound and for other good and valuable consideration, the parties hereto agree as follows:

1. Lower Makefield and Newtown agree that a sanitary sewer line is being constructed at no cost to Lower Makefield and Newtown from the intersection of Twining Road and Lindenhurst Road and then along Lindenhurst Road to the Core Creek Interceptor. A map showing the location of the line is attached hereto as Exhibit "A" and incorporated by reference. The parties agree that a Project in Newtown Township known as "1205, Inc." is to be served by public sewer, and the wastewater from both the Lower Makefield Township Project and the 1205, Inc. Project will be conveyed via the Core Creek Interceptor of the Bucks County Water and Sewer Authority system to Philadelphia's Northeast Treatment Plant. The parties agree that it is appropriate to have the wastewater flows from the 1205, Inc. Project discharging into the Lower Makefield sewer line thus requiring only one sewer line along Lindenhurst Road to service both Newtown Township and Lower Makefield Township.

2. The parties hereto agree that wastewater flows from the 1205, Inc. Project may flow into the Lower Makefield sewer line subject to the approval by the Lower Makefield Sewer Engineer of the connection to be made between 1205, Inc. and the Interceptor along Lindenhurst Road. All costs associated with the connection of the sewer line shall be borne by the developer of 1205, Inc. The costs shall include all engineering expenses incurred by Lower Makefield Township for reviewing the aforesaid plans and inspecting the construction of the connection point as well as the final "as-built" plans for the interconnection which shall be provided to Newtown and Lower Makefield by the developer of the 1205, Inc. Project.

3. Upon dedication of the internal sewer lines in the 1205, Inc. Project, Newtown agrees to bear the sole responsibility for the maintenance of the line from the connection with the Lower Makefield Interceptor to and through the development known as 1205, Inc., and Lower Makefield agrees that it shall maintain the line from the connection north to its terminus, which is presently located at or near the project known as Yardley Run. Prior to dedication, the developer of the 1205, Inc. Project shall be responsible for the maintenance of the line from the Interceptor through the development. The parties agree that the line from the point of entry into the Lower Makefield Township and from the 1205, Inc. Project on through to the point of connection to the Core Creek Interceptor, will be shared by Lower Makefield and Newtown on an EDU basis. The actual maintenance will be the responsibility of Lower Makefield, but any costs incurred for same shall be reimbursed to Lower Makefield by Newtown based on a ratio of EDU connections. The determination of any cost reimbursement for maintenance expenses shall be determined by calculating the total number of EDUs flowing into the line from Lower Makefield Township and Newtown Township, and then determining the percentage of total connections that are Newtown Township connections and, based on that ratio or percentage, assessing the costs of maintaining the line from the connection with Newtown Township to the Core Creek Interceptor on that basis. Prior to the incurring of any expense by Lower Makefield to maintain or repair the line, information as to same shall be forwarded to Newtown for their review and concurrence unless same shall be an emergency. If a dispute arises as to the necessity of any maintenance between Newtown and Lower Makefield, Lower Makefield shall be free to proceed with the maintenance and the dispute shall be arbitrated pursuant to the arbitration provisions of this Agreement.

4. The billing for the customers utilizing the line shall be borne by each of the respective parties hereto, so that all customers in Lower Makefield shall be billed by Lower Makefield, and all customers in Newtown Township shall be billed by Newtown. If the Bucks County Water and Sewer Authority changes its billing arrangements to that it is not based on an EDU basis, but based on a gallonage, then it is understood and agreed that Newtown shall pay the costs of a meter to be installed at or near the connection with Lower Makefield's sewer line, and Lower Makefield shall bear the cost of installing a meter at some appropriate location in the line so as to measure Lower Makefield flows into the Interceptor.

5. This Agreement shall continue for a period of twenty (20) years from execution and shall be continued from year to year thereafter unless either party shall provide ninety (90) days written notice of their desires to terminate or otherwise modify the Agreement.

6. If any disputes arise pursuant to the terms and conditions of this Agreement between the parties hereto, it is understood and agreed that said dispute shall be arbitrated through the auspices of the American Arbitration Association with the express understanding that any hearings to be conducted pursuant to this Agreement shall occur in Doylestown, Pennsylvania, or such other location as the parties shall mutually agree. The arbitration procedure under the American Arbitration Association shall assume the selection of three (3) arbitrators by the parties hereto and all costs of same shall be borne equally between Newtown and Lower Makefield.

7. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

NEWTOWN, BUCKS COUNTY,
JOINT MUNICIPAL AUTHORITY

BY: [Signature]

(S E A L) ATTEST: [Signature]

LOWER MAKEFIELD TOWNSHIP
MUNICIPAL AUTHORITY

BY: [Signature]

(S E A L) ATTEST: [Signature]

LOWER MAKEFIELD TOWNSHIP

BY: [Signature]
Chairman, Board of Supervisors

(S E A L) ATTEST: [Signature]



Standard Right-to-Know Law Request Form

Good communication is vital in the RTKL process. Complete this form thoroughly and retain a copy; it may be required if an appeal is filed. You have 15 business days to appeal after a request is denied or deemed denied.

SUBMITTED TO AGENCY NAME: _____ (Attn: AORO)

Date of Request: _____ Submitted via: [] Email [] U.S. Mail [] Fax [] In Person

PERSON MAKING REQUEST:

Name: _____ Company (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Telephone: _____ Fax: _____

How do you prefer to be contacted if the agency has questions? [] Telephone [] Email [] U.S. Mail

RECORDS REQUESTED: Be clear and concise. Provide as much specific detail as possible, ideally including subject matter, time frame, and type of record or party names. RTKL requests should seek records, not ask questions. Requesters are not required to explain why the records are sought or the intended use of the records unless otherwise required by law. Use additional pages if necessary.

DO YOU WANT COPIES? [] Yes, printed copies (default if none are checked)
[] Yes, electronic copies preferred if available
[] No, in-person inspection of records preferred (may request copies later)

Do you want certified copies? [] Yes (may be subject to additional costs) [] No
RTKL requests may require payment or prepayment of fees. See the Official RTKL Fee Schedule for more details.

Please notify me if fees associated with this request will be more than [] \$100 (or) [] \$_____.

ITEMS BELOW THIS LINE FOR AGENCY USE ONLY

Tracking: _____ Date Received: _____ Response Due (5 bus. days): _____

30-Day Ext.? [] Yes [] No (If Yes, Final Due Date: _____) Actual Response Date: _____

Request was: [] Granted [] Partially Granted & Denied [] Denied Cost to Requester: \$_____

[] Appropriate third parties notified and given an opportunity to object to the release of requested records.

Susan Posternock

215.665.3007

[Susan.posternock@obermayer.com](mailto:susan.posternock@obermayer.com)

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**Obermayer Rebmann Maxwell
& Hippel LLP**

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January 27, 2021

Judy S. Musto
Newtown Borough Open Records Officer
Borough Secretary
23 N. State Street
Newtown, PA 18940

Ms. Musto,

On behalf of Thomas Wyatt, Esquire, I am seeking copies of the contract exhibit bolded below:

September 14, 1987 – Newtown Joint Municipal Authority and Municipal Sewer Authority of the Township of Lower Makefield.

1. Missing Items:

- i. Exhibit A – Map showing the location of the line at Twining Rd and Lindenhurst Rd intersection, along Lindenhurst Rd to Core Creek Interceptor. Referenced in Section 1.**

Please let me know whether there costs associated with this request, and how I can submit payment. I am available via email at susan.posternock@obermayer.com or phone at 215.665.3007 should there be any questions or concerns regarding this request.

Regards,
Susan Posternock

Newtown, Bucks County, Joint Municipal Authority

15 South Congress Street - P.O. Box 329
Newtown, Pennsylvania 18940

Telephone (215) 968-4109

Fax (215) 860-6701

January 29, 2021

Susan Posternock
1500 Market Street Ste 340
Philadelphia, PA 19102-2101
Susan.posternock@obermayer.com

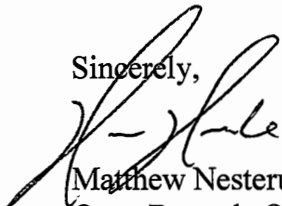
Re: Right-to-Know Request (tracking number 210126)

Susan:

On January 26, 2021 you requested contract exhibit "A" from a contract between Newtown, Bucks County, Joint Municipal Authority and the Municipal Authority of the Township Of Lower Makefield.

After receiving your request, we conducted a search for the contract and it was successfully located. However, Exhibit A was not attached to the contract and could not be located.

Sincerely,



Matthew Nesteruk
Open Records Officer