
EXHIBIT F2

COMPOSITE AMENDMENT NO. 1 TO VALLEY CREEK TRUNK
SEWER AGREEMENT, EAST WHITELAND TRUNK LINE
AGREEMENT, AND VALLEY FORGE SEWAGE TREATMENT
PLANT AGREEMENT DATED DECEMBER 1, 1974, BY AND
BETWEEN TREDYFFRIN TOWNSHIP MUNICIPAL AUTHORITY,
TOWNSHIP OF TREDYFFRIN, TOWNSHIP OF SCHUYLKILL,
TOWNSHIP OF EAST PIKELAND, TOWNSHIP OF
CHARLESTOWN, TOWNSHIP OF EAST WHITELAND,
TOWNSHIP OF WILLISTOWN, TOWNSHIP OF EASTTOWN,
BOROUGH OF MALVERN, VALLEY FORGE SEWER
AUTHORITY, MALVERN MUNICIPAL AUTHORITY, EAST
WHITELAND MUNICIPAL AUTHORITY, AND EASTTOWN
MUNICIPAL AUTHORITY

12-18-74

exceeded
original

VALLEY CREEK TRUNK SEWER AGREEMENT
EAST WHITELAND TRUNK LINE AGREEMENT
VALLEY FORGE SEWAGE TREATMENT PLANT AGREEMENT

subject Valley Creek Constructio
thru VFNH P

COMPOSITE AMENDMENT NO. 1

This Composite Amendment No. 1 dated as of December 1, 1974, to the Valley Creek Trunk Sewer Agreement dated November 1, 1970 (the "Valley Creek Agreement"), is entered between the parties to said Agreement, namely TREDYFFRIN TOWNSHIP MUNICIPAL AUTHORITY (the "Tredyffrin Authority") a Pennsylvania municipality authority and the TOWNSHIP OF TREDYFFRIN ("Tredyffrin Township") parties of the first part, and the TOWNSHIPS OF SCHUYLKILL, EAST PIKELAND, CHARLESTOWN, EAST WHITELAND, WILLISTOWN and EASTTOWN (all of said Townships being second class townships in Chester County, Pennsylvania), the BOROUGH OF MALVERN, the VALLEY FORGE SEWER AUTHORITY, MALVERN MUNICIPAL AUTHORITY, EAST WHITELAND MUNICIPAL AUTHORITY and EASTTOWN MUNICIPAL AUTHORITY all being Pennsylvania municipality authorities, parties of the second part. Certain of the aforementioned parties are also parties to the East Whiteland Trunk Line Agreement dated as of February 1, 1971 (the "East Whiteland Agreement") and the Valley Forge Sewage Treatment Plant Agreement dated as of November 1, 1970 (the "Treatment Plant Agreement"), which are also being amended in certain respects hereby. All of the abovementioned Townships and the Borough of Malvern are sometimes herein referred to as the "Municipalities" and the above-named municipality authorities are sometimes referred to as the "Authorities".

BACKGROUND

The background of this Agreement is as follows:

A. The parties hereto entered into the Valley Creek Agreement to provide for sharing the cost of ~~construction~~ of the "Valley

Creek Trunk Sewer" as therein defined, and also in contemplation of the construction of (i) the "Valley Forge Treatment Plant" pursuant to the Treatment Plant Agreement; (ii) the East Whiteland Trunk Line, pursuant to the East Whiteland Agreement; and (iii) the sewage collection systems within each of the Municipalities designed to be served by the aforementioned facilities. All of the aforesaid construction was to have been commenced at substantially the same time because it is all interrelated, and it is herein referred to collectively as the "Project". Construction of the Project has been delayed for various reasons during which time construction costs have risen substantially.

B. It is now expected that the U. S. Government acting through the Environmental Protection Agency ("EPA") will shortly award grants to each of the Authorities in the amount of 75% of the actual eligible costs of the abovementioned collection systems, pursuant to the Federal Water Pollution Control Act Amendments of 1972. In addition, informal assurances have been received from EPA as to the likely increase of the grants for the Valley Creek Trunk Sewer and the Valley Forge Treatment Plant and other interceptors, as previously awarded conditionally, to 75% of the actual eligible costs, even though said grants were originally awarded under prior Federal law.

C. Award of the abovementioned new grants and authorization to proceed with construction under the old grants will be conditioned upon execution of a Supplement to Sewage Facility Grant Agreements, dated as of July 1, 1974 (the "EPA Agreement") between the parties hereto and EPA, which Agreement will also require the enactment of certain Ordinances by the Municipalities on or before December 31, 1974, as more fully provided in Section 2 of the EPA Agreement, substantially in the form of Exhibits A and B thereto.

D. The Valley Creek Trunk Sewer is indispensable to the transportation of sanitary sewage emanating from all the Muni-

palties to the Valley Forge Treatment Plant. The Pennsylvania Historical and Museum Commission (the "Park Commission") has informally indicated however, that it will not permit construction of the portions of the Valley Creek Trunk Sewer located within Valley Forge State Park, consisting of Contract "D" of the Tredyffrin Authority (the "Park Construction") during the years 1976 through 1978 because of the necessity to close completely an arterial road to carry out such construction. The construction will require approximately 12 months to complete.

E. In reviewing the plans for the Valley Forge Sewage Treatment Plant EPA has recently required certain changes which necessitate redesign of said Plant, and it is therefore unlikely that final approval of plans for said Plant will take place before March of 1975, which will prevent award of construction contracts for such construction until early summer of that year.

F. The Consulting Engineers for the parties have advised them that construction costs will continue to increase, and that it will be in their best interests to commence construction of all of the facilities mentioned in paragraph A as soon as possible after award of the abovementioned new grants.

G. Because work on the Park Construction must be commenced before other parts of the Project, the Tredyffrin Authority is willing to commence such construction separately, upon approval thereof by EPA, and subject to the further provisions of this Agreement.

H. The estimated project cost for the Park Construction has been estimated by the Consulting Engineers of Tredyffrin Authority at \$2,500,000, approximately 75% of which will be reimbursed by Federal grants. The Tredyffrin Authority has available funds for the non-Federal portion of such costs, but because the Park Construction is intended for the joint use of all the other

parties hereto it is deemed advisable that said Authority be protected against having to bear the full loss in the unlikely event that there should be an indefinite delay in construction of the balance of the Project.

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

1. All terms defined in the abovementioned Agreements will have the same meaning when used herein.

2. Immediately upon execution hereof by all parties, the Tredyffrin Authority will advertise for construction bids for the Park Construction or at its option such portion thereof as the Park Commission determines must be completed before January of 1976. It will not award such contracts however, until receiving written approval from EPA for such action, including reasonable assurance that Tredyffrin Authority will receive prompt payment on account of the Federal grants for such construction as construction proceeds, at the rate of 75% of actual eligible costs incurred. In order that such approval of EPA may be received, the Municipalities agree to proceed as rapidly as possible with authorization and execution of the EPA Agreement and enactment of the related Ordinances. Tredyffrin Authority will use its best efforts to complete such construction as rapidly as possible, but if construction bids have not been received for the balance of the Project by August 30, 1975, Tredyffrin Authority may at its option suspend work on the Park Construction in order to minimize the damages which might otherwise result.

3. Tredyffrin Authority will pay the non-Federal portion of the costs of such construction from moneys it now has available, subject to reimbursement of their respective shares of the non-Federal portion thereof by the capital contributions of the other Authorities pursuant to Article II of the Valley Creek Agreement.

4. Exhibit "B" to the Valley Creek Agreement, Exhibit "D" of the Treatment Plant Agreement and Exhibit "B" of the East Whiteland Agreement are hereby amended to revise the estimated project cost to the new amounts set forth in Exhibit "A" attached hereto (which amounts have been derived from the original estimated project costs by a comparison of cost index figures in 1970 and 1974 as published in the Engineering News Record in the same manner as is described in the revised Section 2.03 below, and also adjusting for design changes in the Valley Creek Pump Station caused by the change in its location). Section 2.03 of the Valley Creek Agreement and the same numbered sections of the East Whiteland Agreement and the Treatment Plant Agreement are hereby further amended to read as follows:

"2.03 Change in Project Cost. In the event, after receipt of Construction bids, the total project cost (before deducting any federal or state grants) of constructing the [insert applicable construction] exceeds by more than 15% the estimate as set forth in Amendment No. 1 hereto and as adjusted pursuant to the next paragraph hereof, and such revision in excess of 15% is not disapproved by the majority of said municipalities listed in Exhibit [insert appropriate Exhibit or insert 'Joint Board' in Treatment Plant Agreement] each municipality listed in such Exhibit shall pay its respective share of said increase over 15% to Authority by the time set forth in Section 2.02 hereof. However, in computing the amount to be so paid, each municipality may take credit for its appropriate share of 90% of the anticipated Federal Grants for the construction as calculated by the Consulting Engineers. In the event, after receipt of the last construction bids for the [insert applicable construction] the total project cost of such construction is less than the estimate, as set forth in said Amendment No. 1, the total payment to be made by each such municipality under Sections 2.01 and 2.02 hereof shall be proportionately reduced and refunds of payments made under Section 1.01 shall be made proportionately.

The total estimated project cost of constructing the [insert applicable construction], for purposes of the preceding paragraph of this Section 2.03, shall be further adjusted from that set forth in Exhibit 'A' to Amendment No. 1, by multiplying the total project cost appearing in Amendment No. 1 by a factor obtained by dividing the most recent available Construction Cost Index factor for Philadelphia appearing in the 'Sewage Construction Cost Index in 20 Cities' table relating to sewer construction published in the Engineering News Record, projected on a straight line basis to the date of receipt of the last construction bids for such construction in a manner satisfactory to the Consulting Engineers

for the Tredyffrin Authority and the Valley Forge Authority by the October 1974 Construction Cost Index factor for Philadelphia appearing in the 'Sewage Construction Cost Index in 20 Cities' table relating to sewer construction published in the December 19, 1974 edition of Engineering News Record, at page 74."

5. To the extent that the Tredyffrin Authority pays any of the costs (as defined in the Original Agreement) for the Park Construction from its own funds, or funds it may borrow, prior to receipt of the Capital Contributions from the other Authorities under the Valley Creek Agreement, such contributions when made will include, not only reimbursement for their respective shares of such cost pursuant to Section 2 above, but also interest on such shares of the amounts advanced by the Tredyffrin Authority, from the dates the respective advances are made to the date of reimbursement, at a rate equal to the highest rate paid by any one of the three following Philadelphia Banks from time to time on 30 day certificates of deposit as determined on the 15th day of each month: Central Penn National Bank; Continental Bank; and The Philadelphia National Bank.

6. In the event that for any reason the openings of construction bids for the balance of the Valley Creek Trunk Sewer and other portions of the Project are delayed for any reason, so that no capital contributions are paid under the Valley Creek Agreement, the other Authorities and Municipalities will reimburse Tredyffrin Authority for their respective percentages of the costs incurred by Tredyffrin Authority (less Federal grant moneys received) for the Park Construction plus interest as aforesaid, said obligations to be several and not joint however, and further provided that said reimbursements will be payable only from the proceeds of the next sewer bond issue, whenever that may occur, by each Authority, by its incorporating Municipality, or by any other municipality authority created by such Municipality, concurrently with the closing in such bond issues or from any other available funds. For this purpose a bond issue by the Valley Forge Authority will be treated as a bond issue for all of its three member Municipalities. Also, independently of the preceding two sentences, the Authorities

(but not the Municipalities) separately agree to make such repayment, without any limitation upon source, not later than two years after the date of the first advance by the Tredyffrin Authority.

7. All the Authorities will proceed to advertise for construction bids for their respective portions of the Project as soon as possible after receipt of Federal grants for the collection systems, but only upon approval of EPA for such advertising, and upon advice by the Valley Forge Authority that EPA has approved or is expected to approve advertising for construction bids for the Valley Forge Treatment Plant in sufficient time that construction bids will be received on the Treatment Plant by a date not more than 60 days after the receipt of bids for all other parts of the Project.

8. Except as modified herein the Valley Creek Agreement, the Treatment Plant Agreement and the East Whiteland Agreement are hereby ratified and confirmed.

9. This Agreement may be executed in any number of counterparts each of which may be deemed an original.

10. This Agreement shall not become effective until the formal Federal grant offers (which under applicable law are required to be in amounts equal to 75% of eligible costs) for the collection system portion of the Project have been received by all the Authorities, which grants however may be conditioned upon the execution of the EPA Agreement by all parties hereto.

11. Execution of this Composite Amendment to the above-mentioned three Agreements shall not be construed as making any Municipality or Authority a party to any Agreement to which it has not previously been a party, nor as merging any of said Agreements, which shall remain separate Agreements for all purposes.

(SEAL)

TOWNSHIP OF SCHUYLKILL.

IN WITNESS WHEREOF, each of the parties hereto has caused this Composite Amendment No. 1 Agreement to be executed and attested by its proper officers, pursuant to the proper action of its governing body, as of the day and year first above written.

TOWNSHIP OF TREDYFFRIN

(SEAL)

By: Charles P. Brown
Chairman, Board of Supervisors

ATTEST:

By: Emily J. Peice
Secretary

(SEAL)

TREDYFFRIN MUNICIPAL AUTHORITY

By: John W. Dordick
Chairman

ATTEST:

By: John W. Dordick
Secretary

(SEAL)

TOWNSHIP OF SCHUYLKILL

ATTEST:

By _____
Chairman, Board of Supervisors

By _____
Secretary

(SEAL)

TOWNSHIP OF EAST PIKELAND

ATTEST:

By Edward A. Oscar
Chairman, Board of Supervisors
Edward A. Oscar

By John D. Doyle
John D. Doyle
Secretary

(SEAL)

TOWNSHIP OF CHARLESTOWN

ATTEST:

By _____
Chairman, Board of Supervisors

By _____
Secretary

(SEAL)

TOWNSHIP OF EAST WHITELAND

ATTEST:

By _____
Chairman, Board of Supervisors

By _____
Secretary

(SEAL)

TOWNSHIP OF WILLISTOWN

ATTEST:

By _____
Chairman, Board of Supervisors

By _____
Secretary

(SEAL)

TOWNSHIP OF SCHUYLKILL

ATTEST:

By Chairman, Board of Supervisors

By Secretary

(SEAL)

TOWNSHIP OF EAST PIKELAND

ATTEST:

By Chairman, Board of Supervisors

By Margaret J. Chisum
(Secretary)

(SEAL)

TOWNSHIP OF CHARLESTOWN

ATTEST:

By Harold J. Dyer
Chairman, Board of Supervisors

By Secretary

(SEAL)

TOWNSHIP OF EAST WHITELAND

ATTEST:

By Chairman, Board of Supervisors

By Secretary

(SEAL)

TOWNSHIP OF WILLISTOWN

ATTEST:

By Chairman, Board of Supervisors

By Secretary

(SEAL)

TOWNSHIP OF EASTTOWN

By John J. Hinkle
Chairman, Board of Supervisors

ATTEST:

By William
Secretary

(SEAL)

BOROUGH OF MALVERN

By _____
President, Borough Council

ATTEST:

By _____
Secretary

(SEAL)

VALLEY FORGE SEWER AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

MALVERN MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EAST WHITELAND MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EASTTOWN MUNICIPAL AUTHORITY

By Paul H. Yeoman
Chairman

ATTEST:

By George A. Thomas
Secretary

(SEAL)

TOWNSHIP OF EASTTOWN

By _____
Chairman, Board of Supervisors

ATTEST:

By _____
Secretary

(SEAL)

BOROUGH OF MALVERN

By _____
President, Borough Council

ATTEST:

By _____
Secretary

(SEAL)

VALLEY FORGE SEWER AUTHORITY

By Joseph W. Weinstock
Chairman

ATTEST:

By _____
Secretary

(SEAL)

MALVERN MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EAST WHITELAND MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EASTTOWN MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

COMPOSITE AMENDMENT NO. 1

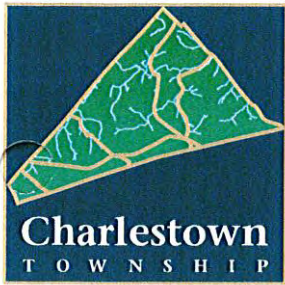
EXHIBIT A
Revised Project Costs

Authority	Valley Creek Trunk Sewer Agreement					Valley Forge Treatment Plant Agreement		East Whiteland Trunk Line Agreement	
	Overall Project		Park Construction			% of Total Cost	Estimated Cost (Before Grants)	% of Total Cost	Estimated Cost (Before Grants)
	% of Total Cost (1)	Estimated Cost (Before Grants)	% of Total Cost (1)	Estimated Cost Before Grants	After Grants				
Valley Forge Sewer Auth.	0.17%	\$ 18,931	0.51%	\$ 12,821	\$ 3,600	26.60%	\$ 2,831,432	-	
Tredyffrin Twp. Mun. Auth.	39.03%	4,346,322	31.34%	787,888	220,600	19.90%	2,118,251	-	
East Whiteland Mun. Auth.	28.65%	3,190,421	35.48%	891,967	249,800	21.20%	2,256,630	68.89%	\$658,448
Malvern Mun. Auth.	7.47%	831,848	9.34%	234,808	65,700	7.05%	750,436	31.11%	297,348
Willistown Twp. Mun. Auth.	11.83%	1,317,371	14.00%	351,960	98,600	13.30%	1,415,716	-	
Easttown Mun. Auth.	12.85%	1,430,957	9.33%	234,556	65,700	11.95%	1,272,015	-	
Total	100.00%	\$11,135,850 ⁽²⁾	100.00%	\$2,514,000	\$704,000	100.00%	\$10,644,480 ⁽³⁾	100.00%	\$955,796

(1) Overall percentages are the same as those shown on original Exhibits and are solely for purposes of Section 2.03. Percentages of construction cost for individual sections of line (such as the Park Construction) vary, as shown in said Exhibits, based on relative anticipated use of each section by the various parties.

(2) Estimated construction cost \$7,954,180.

(3) Estimated construction cost \$7,884,800.



July 7, 2021

Board of Supervisors

Frank A. Piliero, Chair - Charles A. Philips, Vice Chair
Susan T. Bednar - Kevin R. Kuhn - Hugh D. Willig

Susan Posternock
Obermayer Rebmann Maxwell & Hippel
1500 Market Street, Suite 340
Philadelphia, PA 19102

Re: Right to Know Request dated June 18, 2021

Dear Ms. Posternock:

I acknowledge receipt of your request for information pursuant to the Pennsylvania Right to Know Act. You have requested (electronic) copies of the following documents:

1. Composite Amendment No. 1 to the Valley Creek Trunk Sewer Agreement
2. East Whiteland Truck Line Agreement
3. Valley Forge Sewage Treatment Plant Agreement dated December 1, 1974
4. Addendum to Valley Forge Sewage Treatment Plant Agreement dated October 4, 1994

Your request for documents numbered 1 and 2 above is DENIED. The Township is not in possession of these documents.

Your request for document number 3 above is GRANTED and attached; however the Agreement in our possession is dated November, 1, 1970.

Your request for document number 4 above is GRANTED and attached; however the Agreement in our possession is dated May 26, 1994.

You have a right to appeal this denial of information in writing to the Office of Open Records, Commonwealth Keystone Building, 400 North Street, 4th Floor, Harrisburg, PA 17120. If you choose to file an appeal you must do so within 15 business days of the mailing date of the agency's response, as outlined in Section 1101. Please note that a copy of your original Right-to-Know request and this denial letter must be included when filing an appeal. The law also requires that you state the reasons why the record is a public record and address the reasons the Agency denies your request. Visit the Office of Open Records website at <http://openrecords.state.pa.us> for further information on filing an appeal.

Sincerely,

Linda M. Csete
Open Records Officer/Township Manager



Via email to: susan.posternock@obermayer.com

June 18, 2021

Susan Posternock
Obermayer Rebmann Maxwell & Hippel
1500 Market Street, Suite 340
Philadelphia, PA 19102

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2. East Whiteland Truck Line Agreement
3. Valley Forge Sewage Treatment Plant Agreement dated December 1, 1974
4. Addendum to Valley Forge Sewage Treatment Plant Agreement dated October 4, 1994

Your request for documents numbered 1 and 2 above is DENIED. The Township is not in possession of these documents. I suggest you reach out to the Valley Forge Sewer Authority directly for these documents.

Your request for document number 3 above is GRANTED and attached; however the Agreement in our possession is dated November 1970.

Your request for document number 4 above is GRANTED and attached; however the Agreement in our possession is dated May 26, 1994.

You have a right to appeal this denial of information in writing to the Office of Open Records, Commonwealth Keystone Building, 400 North Street, 4th Floor, Harrisburg, PA 17120. If you choose to file an appeal you must do so within 15 business days of the mailing date of the agency's response, as outlined in Section 1101. Please note that a copy of your original Right-to-Know request and this denial letter must be included when filing an appeal. The law also requires that you state the reasons why the record is a public record and address the reasons the Agency denies your request. Visit the Office of Open Records website at <http://openrecords.state.pa.us> for further information on filing an appeal.

Respectfully,

Kimberly Moretti

Open Records Officer/Township Manager

P.O. Box 58 ▪ 1158 Rapps Dam Road ▪ Kimberton, PA 19442
Telephone (610) 933-1770 ▪ Fax (610) 933-0919

RTK 2021-105

RIGHT-TO-KNOW REQUEST FORM

DATE REQUESTED: 6/21/21

REQUEST SUBMITTED BY: ☒ E-MAIL ☐ U.S. MAIL ☐ FAX ☐ IN-PERSON

NAME OF REQUESTOR : Susan Posternock

STREET ADDRESS : 1500 Market Street West, Suite 3400

CITY/STATE/COUNTY (Required): Philadelphia, PA 19102

TELEPHONE (Optional): 215-665-3007

RECORDS REQUESTED:

**Provide as much specific detail as possible so the agency can identify the information.*

Please see attached letter. Electronic delivery is preferred, if possible. Thank you.

DO YOU WANT COPIES? YES or NO

DO YOU WANT TO INSPECT THE RECORDS? YES or NO

DO YOU WANT CERTIFIED COPIES OF RECORDS? YES or NO

DO YOU WANT THE COPIES MAILED TO THE ADDRESS PROVIDED ABOVE OR WILL YOU PICK UP THE COPIES AT THE ADMINISTRATION OFFICE? MAIL or PICK UP

Electronic delivery preferred, if possible; mail as a secondary option

RIGHT TO KNOW OFFICER: _____

DATE RECEIVED BY THE AGENCY: _____

AGENCY FIVE (5)-DAY RESPONSE DUE ON: _____

***Public bodies may fill anonymous verbal or written requests. If the requestor wishes to pursue the relief and remedies provided for under the Right-to-Know Act, the request must be in writing. Written requests need not include an explanation why information is sought or the intended use of the information unless otherwise required by law.*

OBERMAYER

Susan Posternock
Research Librarian
Direct Dial: 215.665.3007
Susan.Posternock@obermayer.com
www.obermayer.com

**Obermayer Rebmann Maxwell
& Hippel LLP**
Centre Square West
1500 Market Street | Suite 340
Philadelphia, PA 19102-2101
P: 215.665.3000
F: 215.665.3165

June 21, 2021

Eugene C. Briggs, Jr.
Township Manager/Open Records Officer
Easttown Township
566 Beaumont Road
Devon, PA 19333

RE: Right-to-Know Request

Township Manager Briggs,

On behalf of Thomas Wyatt, Esquire, I am submitting this Right-to-Know request seeking copies of the following documents:

1. **Composite Amendment No. 1 to the Valley Creek Trunk Sewer Agreement, the East Whiteland Trunk Line Agreement and the Valley Forge Sewage Treatment Plant Agreement dated December 1, 1974** between Tredyffrin Township Municipal Authority, Township of Tredyffrin, Township of Schuylkill, Township of East Pikeland, Township of Charlestown, Township of East Whiteland, Township of Willistown, Township of Easttown, Borough of Malvern, Valley Forge Sewer Authority, Malvern Municipal Authority, East Whiteland Municipal Authority, and Easttown Municipal Authority, including all signature pages
2. **December XX, 1999 -- Wastewater Service Agreement** between Township of Easttown, Easttown Municipal Authority, and the Township of Willistown, including all dates and signature pages

Electronic delivery is preferred, if possible. Please let me know if there are costs associated with fulfilling this request and, if so, how I can go about remitting payment. Feel free to contact me via phone at (215) 665-3007 or email at susan.posternock@obermayer.com with questions or concerns related to this request.

Regards,
Susan Posternock

From: Sharon Norris <SNorris@easttown.org>

Sent: Wednesday, July 7, 2021 3:05 PM

To: Posternock, Susan <susan.posternock@obermayer.com>

Cc: Eugene Briggs <ebriggs@Easttown.org>; Donald Curley <DCurley@easttown.org>

Subject: Right to Know Request 2021-105

Dear Ms. Posternock:

Attached please find the Township's response to your Right to Know request. Please note that the copy of the Composite Amendment we have in our files is unsigned. I apologize that I am late in responding to your request.

Thank you for your patience and this completes your request.

Have a nice evening,

Sharon

Sharon Norris
Administrative Assistant to the Township Manager
Easttown Township
566 Beaumont Rd.
Devon, PA 19333
610-687-3000 extension 120
www.easttown.org

File

EASTTOWN TOWNSHIP

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF COMPOSITE AMENDMENT NO. 1 TO CERTAIN SEWAGE TRANSPORTATION AND TREATMENT AGREEMENTS RELATED TO THE PROPOSED VALLEY FORGE TREATMENT PLANT.

WHEREAS, Easttown Township is a party to one or more of the following Agreements with various municipalities and authorities relating to the conveyance and treatment of sewage from collector sewers existing or to be built in this municipality at a proposed regional treatment plant (said agreements being referred to collectively herein as the "Original Agreements"):

Valley Creek Trunk Sewer Agreement dated November 1, 1970;
East Whiteland Trunk Line Agreement dated as of February, 1971;
Valley Forge Sewage Treatment Plant Agreement dated as of November 1, 1970; and

WHEREAS, all of the Original Agreements must be amended to revise the estimated project costs referred to therein and also it has been determined that one portion of the construction must be commenced prior to the balance of the project, but it is necessary that reasonable protection be given to Tredyffrin Township Municipal Authority which will be financing such construction initially with its own money; and

WHEREAS, there has been presented to this meeting a proposed Composite Amendment No. 1 date as of December 1, 1974 (the "Amendment") to the Original Agreement to carry out the above purposes and revise provisions of the Original Agreement as necessary in connection therewith;

Now, Therefore, it is hereby resolved by Easttown Township as follows:

1. The form of the Amendment, as presented to this meeting is hereby approved in all respects, and the Chairman of the Easttown Township Board of Supervisors and its Secretary are hereby authorized and directed on its behalf to execute and deliver the Amendment with any changes therein which they may approve upon the advice of counsel, said approval to be conclusively evidenced by their execution of said Amendment, and provided that such execution shall occur only after receipt of an Opinion by the Township Solicitor that the Township has legal power to execute the Amendment, such execution will not violate any applicable law and the Amendment is in proper form.

2. The proper officers of Easttown Township are authorized and empowered to take such action as they deem necessary or advisable to carry out the intention of the Amendment and this Resolution.

ADOPTED by the Board of Supervisors of Easttown Township this 6th Day of January 1975.

(SEAL)

ATTEST:

[Signature]
SECRETARY

[Signature]
CHAIRMAN

I, James Wilson, Secretary of Easttown Township, hereby certify that the foregoing is a correct and complete copy of a Resolution duly adopted at a public meeting of the Board of Supervisors of said Easttown Township, duly called and held upon proper notice and in accordance with applicable laws, on 6 January 1975, which Resolution remains in full force on the date hereof, without change or supplement.

WITNESS my signature and the Seal of said Easttown Township.

(SEAL)

[Signature]
SECRETARY

Dated: 6 January 1975

12-18-74

VALLEY CREEK TRUNK SEWER AGREEMENT
EAST WHITELAND TRUNK LINE AGREEMENT
VALLEY FORGE SEWAGE TREATMENT PLANT AGREEMENT

COMPOSITE AMENDMENT NO. 1

This Composite Amendment No. 1 dated as of December 1, 1974, to the Valley Creek Trunk Sewer Agreement dated November 1, 1970 (the "Valley Creek Agreement"), is entered between the parties to said Agreement, namely TREDYFFRIN TOWNSHIP MUNICIPAL AUTHORITY (the "Tredyffrin Authority") a Pennsylvania municipality authority and the TOWNSHIP OF TREDYFFRIN ("Tredyffrin Township") parties of the first part, and the TOWNSHIPS OF SCHUYLKILL, EAST PIKELAND, CHARLESTOWN, EAST WHITELAND, WILLISTOWN and EASTTOWN (all of said Townships being second class townships in Chester County, Pennsylvania), the BOROUGH OF MALVERN, the VALLEY FORGE SEWER AUTHORITY, MALVERN MUNICIPAL AUTHORITY, EAST WHITELAND MUNICIPAL AUTHORITY and EASTTOWN MUNICIPAL AUTHORITY all being Pennsylvania municipality authorities, parties of the second part. Certain of the aforementioned parties are also parties to the East Whiteland Trunk Line Agreement dated as of February 1, 1971 (the "East Whiteland Agreement") and the Valley Forge Sewage Treatment Plant Agreement dated as of November 1, 1970 (the "Treatment Plant Agreement"), which are also being amended in certain respects hereby. All of the abovementioned Townships and the Borough of Malvern are sometimes herein referred to as the "Municipalities" and the above-named municipality authorities are sometimes referred to as the "Authorities".

BACKGROUND

The background of this Agreement is as follows:

A. The parties hereto entered into the Valley Creek Agreement to provide for sharing the cost of construction of the "Valley

Creek Trunk Sewer" as therein defined, and also in contemplation of the construction of (i) the "Valley Forge Treatment Plant" pursuant to the Treatment Plant Agreement; (ii) the East Whiteland Trunk Line, pursuant to the East Whiteland Agreement; and (iii) the sewage collection systems within each of the Municipalities designed to be served by the aforementioned facilities. All of the aforesaid construction was to have been commenced at substantially the same time because it is all interrelated, and it is herein referred to collectively as the "Project". Construction of the Project has been delayed for various reasons during which time construction costs have risen substantially.

B. It is now expected that the U. S. Government acting through the Environmental Protection Agency ("EPA") will shortly award grants to each of the Authorities in the amount of 75% of the actual eligible costs of the abovementioned collection systems, pursuant to the Federal Water Pollution Control Act Amendments of 1972. In addition, informal assurances have been received from EPA as to the likely increase of the grants for the Valley Creek Trunk Sewer and the Valley Forge Treatment Plant and other interceptors, as previously awarded conditionally, to 75% of the actual eligible costs, even though said grants were originally awarded under prior Federal law.

C. Award of the abovementioned new grants and authorization to proceed with construction under the old grants will be conditioned upon execution of a Supplement to Sewage Facility Grant Agreements, dated as of July 1, 1974 (the "EPA Agreement") between the parties hereto and EPA, which Agreement will also require the enactment of certain Ordinances by the Municipalities on or before December 31, 1974, as more fully provided in Section 2 of the EPA Agreement, substantially in the form of Exhibits A and B thereto.

D. The Valley Creek Trunk Sewer is indispensable to the transportation of sanitary sewage emanating from all the Municipi-

palities to the Valley Forge Treatment Plant. The Pennsylvania Historical and Museum Commission (the "Park Commission") has informally indicated however, that it will not permit construction of the portions of the Valley Creek Trunk Sewer located within Valley Forge State Park, consisting of Contract "D" of the Tredyffrin Authority (the "Park Construction") during the years 1976 through 1978 because of the necessity to close completely an arterial road to carry out such construction. The construction will require approximately 12 months to complete.

E. In reviewing the plans for the Valley Forge Sewage Treatment Plant EPA has recently required certain changes which necessitate redesign of said Plant, and it is therefore unlikely that final approval of plans for said Plant will take place before March of 1975, which will prevent award of construction contracts for such construction until early summer of that year.

F. The Consulting Engineers for the parties have advised them that construction costs will continue to increase, and that it will be in their best interests to commence construction of all of the facilities mentioned in paragraph A as soon as possible after award of the abovementioned new grants.

G. Because work on the Park Construction must be commenced before other parts of the Project, the Tredyffrin Authority is willing to commence such construction separately, upon approval thereof by EPA, and subject to the further provisions of this Agreement.

H. The estimated project cost for the Park Construction has been estimated by the Consulting Engineers of Tredyffrin Authority at \$2,500,000, approximately 75% of which will be reimbursed by Federal grants. The Tredyffrin Authority has available funds for the non-Federal portion of such costs, but because the Park Construction is intended for the joint use of all the other

parties hereto it is deemed advisable that said Authority be protected against having to bear the full loss in the unlikely event that there should be an indefinite delay in construction of the balance of the Project.

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

1. All terms defined in the abovementioned Agreements will have the same meaning when used herein.

2. Immediately upon execution hereof by all parties, the Tredyffrin Authority will advertise for construction bids for the Park Construction or at its option such portion thereof as the Park Commission determines must be completed before January of 1976. It will not award such contracts however, until receiving written approval from EPA for such action, including reasonable assurance that Tredyffrin Authority will receive prompt payment on account of the Federal grants for such construction as construction proceeds, at the rate of 75% of actual eligible costs incurred. In order that such approval of EPA may be received, the Municipalities agree to proceed as rapidly as possible with authorization and execution of the EPA Agreement and enactment of the related Ordinances. Tredyffrin Authority will use its best efforts to complete such construction as rapidly as possible, but if construction bids have not been received for the balance of the Project by August 30, 1975, Tredyffrin Authority may at its option suspend work on the Park Construction in order to minimize the damages which might otherwise result.

3. Tredyffrin Authority will pay the non-Federal portion of the costs of such construction from moneys it now has available, subject to reimbursement of their respective shares of the non-Federal portion thereof by the capital contributions of the other Authorities pursuant to Article II of the Valley Creek Agreement.

4. Exhibit "B" to the Valley Creek Agreement, Exhibit "D" of the Treatment Plant Agreement and Exhibit "B" of the East Whiteland Agreement are hereby amended to revise the estimated project cost to the new amounts set forth in Exhibit "A" attached hereto (which amounts have been derived from the original estimated project costs by a comparison of cost index figures in 1970 and 1974 as published in the Engineering News Record in the same manner as is described in the revised Section 2.03 below, and also adjusting for design changes in the Valley Creek Pump Station caused by the change in its location). Section 2.03 of the Valley Creek Agreement and the same numbered sections of the East Whiteland Agreement and the Treatment Plant Agreement are hereby further amended to read as follows:

"2.03 Change in Project Cost. In the event, after receipt of Construction bids, the total project cost (before deducting any federal or state grants) of constructing the [insert applicable construction] exceeds by more than 15% the estimate as set forth in Amendment No. 1 hereto and as adjusted pursuant to the next paragraph hereof, and such revision in excess of 15% is not disapproved by the majority of said municipalities listed in Exhibit [insert appropriate Exhibit or insert 'Joint Board' in Treatment Plant Agreement] each municipality listed in such Exhibit shall pay its respective share of said increase over 15% to Authority by the time set forth in Section 2.02 hereof. However, in computing the amount to be so paid, each municipality may take credit for its appropriate share of 90% of the anticipated Federal Grants for the construction as calculated by the Consulting Engineers. In the event, after receipt of the last construction bids for the [insert applicable construction] the total project cost of such construction is less than the estimate, as set forth in said Amendment No. 1, the total payment to be made by each such municipality under Sections 2.01 and 2.02 hereof shall be proportionately reduced and refunds of payments made under Section 1.01 shall be made proportionately.

The total estimated project cost of constructing the [insert applicable construction], for purposes of the preceding paragraph of this Section 2.03, shall be further adjusted from that set forth in Exhibit 'A' to Amendment No. 1, by multiplying the total project cost appearing in Amendment No. 1 by a factor obtained by dividing the most recent available Construction Cost Index factor for Philadelphia appearing in the 'Sewage Construction Cost Index in 20 Cities' table relating to sewer construction published in the Engineering News Record, projected on a straight line basis to the date of receipt of the last construction bids for such construction in a manner satisfactory to the Consulting Engineers

for the Tredyffrin Authority and the Valley Forge Authority by the October 1974 Construction Cost Index factor for Philadelphia appearing in the 'Sewage Construction Cost Index in 20 Cities' table relating to sewer construction published in the December 19, 1974 edition of Engineering News Record, at page 74."

5. To the extent that the Tredyffrin Authority pays any of the costs (as defined in the Original Agreement) for the Park Construction from its own funds, or funds it may borrow, prior to receipt of the Capital Contributions from the other Authorities under the Valley Creek Agreement, such contributions when made will include, not only reimbursement for their respective shares of such cost pursuant to Section 2 above, but also interest on such shares of the amounts advanced by the Tredyffrin Authority, from the dates the respective advances are made to the date of reimbursement, at a rate equal to the highest rate paid by any one of the three following Philadelphia Banks from time to time on 30 day certificates of deposit as determined on the 15th day of each month: Central Penn National Bank; Continental Bank; and The Philadelphia National Bank.

6. In the event that for any reason the openings of construction bids for the balance of the Valley Creek Trunk Sewer and other portions of the Project are delayed for any reason, so that no capital contributions are paid under the Valley Creek Agreement, the other Authorities and Municipalities will reimburse Tredyffrin Authority for their respective percentages of the costs incurred by Tredyffrin Authority (less Federal grant moneys received) for the Park Construction plus interest as aforesaid, said obligations to be several and not joint however, and further provided that said reimbursements will be payable only from the proceeds of the next sewer bond issue, whenever that may occur, by each Authority, by its incorporating Municipality, or by any other municipality authority created by such Municipality, concurrently with the closing in such bond issues or from any other available funds. For this purpose a bond issue by the Valley Forge Authority will be treated as a bond issue for all of its three member Municipalities. Also, independently of the preceding two sentences, the Authorities

(but not the Municipalities) separately agree to make such repayment, without any limitation upon source, not later than two years after the date of the first advance by the Tredyffrin Authority.

7. All the Authorities will proceed to advertise for construction bids for their respective portions of the Project as soon as possible after receipt of Federal grants for the collection systems, but only upon approval of EPA for such advertising, and upon advice by the Valley Forge Authority that EPA has approved or is expected to approve advertising for construction bids for the Valley Forge Treatment Plant in sufficient time that construction bids will be received on the Treatment Plant by a date not more than 60 days after the receipt of bids for all other parts of the Project.

8. Except as modified herein the Valley Creek Agreement, the Treatment Plant Agreement and the East Whiteland Agreement are hereby ratified and confirmed.

9. This Agreement may be executed in any number of counterparts each of which may be deemed an original.

10. This Agreement shall not become effective until the formal Federal grant offers (which under applicable law are required to be in amounts equal to 75% of eligible costs) for the collection system portion of the Project have been received by all the Authorities, which grants however may be conditioned upon the execution of the EPA Agreement by all parties hereto.

11. Execution of this Composite Amendment to the above-mentioned three Agreements shall not be construed as making any Municipality or Authority a party to any Agreement to which it has not previously been a party, nor as merging any of said Agreements, which shall remain separate Agreements for all purposes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Composite Amendment No. 1 Agreement to be executed and attested by its proper officers, pursuant to the proper action of its governing body, as of the day and year first above written.

TOWNSHIP OF TREDYFFRIN

(SEAL)

By: Chairman, Board of Supervisors

ATTEST:

By: Secretary

(SEAL)

TREDYFFRIN MUNICIPAL AUTHORITY

By: Chairman

ATTEST:

By: Secretary

(SEAL)

TOWNSHIP OF EASTTOWN

By John J. Hinkle
Chairman, Board of Supervisors

ATTEST:

By William
Secretary

(SEAL)

BOROUGH OF MALVERN

By _____
President, Borough Council

ATTEST:

By _____
Secretary

(SEAL)

VALLEY FORGE SEWER AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

MALVERN MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EAST WHITELAND MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EASTTOWN MUNICIPAL AUTHORITY

By Paul H. Yeoman
Chairman

ATTEST:

By George A. Thomas
Secretary

COMPOSITE AMENDMENT NO. 1

EXHIBIT A
Revised Project Costs

Authority	Valley Creek Trunk Sewer Agreement			Valley Forge Treatment Plant Agreement			East Whiteland Trunk Line Agreement		
	Overall Project		Park Construction		After Grants	% of Total Cost	Plant Agreement		% of Total Cost
	% of Total Cost(1)	Estimated Cost (Before Grants)	% of Total Cost (1)	Estimated Cost Before Grants			% of Total Cost (Before Grants)	Estimated Cost (Before Grants)	
Valley Forge Sewer Auth.	0.17%	\$ 18,931	0.51%	\$ 12,821	\$ 3,600	26.60%	\$ 2,831,432	-	
Tredyffrin Twp. Mun. Auth.	39.03%	4,346,322	31.34%	787,888	220,600	19.90%	2,118,251	-	
East Whiteland Mun. Auth.	28.65%	3,190,421	35.48%	891,967	249,800	21.20%	2,256,630	68.89%	\$658,448
Malvern Mun. Auth.	7.47%	831,848	9.34%	234,808	65,700	7.05%	750,436	31.11%	297,348
Willistown Twp. Mun. Auth.	11.83%	1,317,371	14.00%	351,960	98,600	13.30%	1,415,716	-	
Easttown Mun. Auth.	12.85%	1,430,957	9.33%	234,556	65,700	11.95%	1,272,015	-	
Total	100.00%	\$11,135,850⁽²⁾	100.00%	\$2,514,000	\$704,000	100.00%	\$10,644,480⁽³⁾	100.00%	\$955,796

(1) Overall percentages are the same as those shown on original Exhibits and are solely for purposes of Section 2.03. Percentages of construction cost for individual sections of line (such as the Park Construction) vary, as shown in said Exhibits, based on relative anticipated use of each section by the various parties.

(2) Estimated construction cost \$7,954,180.

(3) Estimated construction cost \$7,884,800.

45

From: Christopher Bashore <cbashore@malvern.org>
Sent: Tuesday, July 6, 2021 4:33 PM
To: Posternock, Susan <susan.posternock@obermayer.com>
Subject: RE: Open Records request from Obermayer 6.21.21

Good afternoon Susan,

Please see the attached copy of the December 1, 1974 agreement. Unfortunately, I was unable to locate a fully signed copy, so this is the best I can do.

Please let me know if you have any questions. Thank you.

CHRISTOPHER BASHORE, ICMA-CM

BOROUGH MANAGER

 cbashore@malvern.org

 (610) 644-2602

1 East First Ave. | Suite 3
Malvern, PA 19355



From: Posternock, Susan <susan.posternock@obermayer.com>
Sent: Tuesday, July 6, 2021 4:09 PM
To: Christopher Bashore <cbashore@malvern.org>
Subject: FW: Open Records request from Obermayer 6.21.21

Christopher,

I hate to revisit this but it's been brought to my attention that we do still need a copy of the December 1, 1974 agreement. I think you mentioned oddly shaped attachments that would be impossible to scan and, of course, we do not need those. Just whatever pages that you can provide easily. Do you have that available? Would you be able to send a copy? And if so, would you like me to send a new Open Records request with today's date? Please advise.

Thank you,
Susan Posternock

From: Posternock, Susan
Sent: Monday, June 21, 2021 3:14 PM
To: 'cbashore@malvern.org' <cbashore@malvern.org>
Subject: Open Records request from Obermayer 6.21.21

Borough Manager Bashore,

Please see the attached Open Records request. Please let me know if there are costs associated with fulfilling this request and, if so, how I can go about remitting payment. Electronic delivery of the requested documents is preferred, if possible. Feel free to contact me via phone at (215) 665-3007 or email at susan.posternock@obermayer.com with questions or concerns related to this request.

Regards,
Susan Posternock



Susan Posternock

Research Librarian

Obermayer Rebmann Maxwell & Hippel LLP

Centre Square West

1500 Market Street | Suite 3400

Philadelphia, PA 19102-2101

215.665.3007 tel | 215.665.3165 fax

susan.posternock@obermayer.com | www.obermayer.com

12-18-74

Exec
Trid

VALLEY CREEK TRUNK SEWER AGREEMENT
EAST WHITELAND TRUNK LINE AGREEMENT
VALLEY FORGE SEWAGE TREATMENT PLANT AGREEMENT

COMPOSITE AMENDMENT NO. 1

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BACKGROUND

The background of this Agreement is as follows:

A. The parties hereto entered into the Valley Creek Agreement to provide for sharing the cost of construction of the "Valley

Creek Trunk Sewer" as therein defined, and also in contemplation of the construction of (i) the "Valley Forge Treatment Plant" pursuant to the Treatment Plant Agreement; (ii) the East Whiteland Trunk Line, pursuant to the East Whiteland Agreement; and (iii) the sewage collection systems within each of the Municipalities designed to be served by the aforementioned facilities. All of the aforesaid construction was to have been commenced at substantially the same time because it is all interrelated, and it is herein referred to collectively as the "Project". Construction of the Project has been delayed for various reasons during which time construction costs have risen substantially.

B. It is now expected that the U. S. Government acting through the Environmental Protection Agency ("EPA") will shortly award grants to each of the Authorities in the amount of 75% of the actual eligible costs of the abovementioned collection systems, pursuant to the Federal Water Pollution Control Act Amendments of 1972. In addition, informal assurances have been received from EPA as to the likely increase of the grants for the Valley Creek Trunk Sewer and the Valley Forge Treatment Plant and other interceptors, as previously awarded conditionally, to 75% of the actual eligible costs, even though said grants were originally awarded under prior Federal law.

C. Award of the abovementioned new grants and authorization to proceed with construction under the old grants will be conditioned upon execution of a Supplement to Sewage Facility Grant Agreements, dated as of July 1, 1974 (the "EPA Agreement") between the parties hereto and EPA, which Agreement will also require the enactment of certain Ordinances by the Municipalities on or before December 31, 1974, as more fully provided in Section 2 of the EPA Agreement, substantially in the form of Exhibits A and B thereto.

D. The Valley Creek Trunk Sewer is indispensable to the transportation of sanitary sewage emanating from all the Munici-

palities to the Valley Forge Treatment Plant. The Pennsylvania Historical and Museum Commission (the "Park Commission") has informally indicated however, that it will not permit construction of the portions of the Valley Creek Trunk Sewer located within Valley Forge State Park, consisting of Contract "D" of the Tredyffrin Authority (the "Park Construction") during the years 1976 through 1978 because of the necessity to close completely an arterial road to carry out such construction. The construction will require approximately 12 months to complete.

E. In reviewing the plans for the Valley Forge Sewage Treatment Plant EPA has recently required certain changes which necessitate redesign of said Plant, and it is therefore unlikely that final approval of plans for said Plant will take place before March of 1975, which will prevent award of construction contracts for such construction until early summer of that year.

F. The Consulting Engineers for the parties have advised them that construction costs will continue to increase, and that it will be in their best interests to commence construction of all of the facilities mentioned in paragraph A as soon as possible after award of the abovementioned new grants.

G. Because work on the Park Construction must be commenced before other parts of the Project, the Tredyffrin Authority is willing to commence such construction separately, upon approval thereof by EPA, and subject to the further provisions of this Agreement.

H. The estimated project cost for the Park Construction has been estimated by the Consulting Engineers of Tredyffrin Authority at \$2,500,000, approximately 75% of which will be reimbursed by Federal grants. The Tredyffrin Authority has available funds for the non-Federal portion of such costs, but because the Park Construction is intended for the joint use of all the other

parties hereto it is deemed advisable that said Authority be protected against having to bear the full loss in the unlikely event that there should be an indefinite delay in construction of the balance of the Project.

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

1. All terms defined in the abovementioned Agreements will have the same meaning when used herein.

2. Immediately upon execution hereof by all parties, the Tredyffrin Authority will advertise for construction bids for the Park Construction or at its option such portion thereof as the Park Commission determines must be completed before January of 1976. It will not award such contracts however, until receiving written approval from EPA for such action, including reasonable assurance that Tredyffrin Authority will receive prompt payment on account of the Federal grants for such construction as construction proceeds, at the rate of 75% of actual eligible costs incurred. In order that such approval of EPA may be received, the Municipalities agree to proceed as rapidly as possible with authorization and execution of the EPA Agreement and enactment of the related Ordinances. Tredyffrin Authority will use its best efforts to complete such construction as rapidly as possible, but if construction bids have not been received for the balance of the Project by August 30, 1975, Tredyffrin Authority may at its option suspend work on the Park Construction in order to minimize the damages which might otherwise result.

3. Tredyffrin Authority will pay the non-Federal portion of the costs of such construction from moneys it now has available, subject to reimbursement of their respective shares of the non-Federal portion thereof by the capital contributions of the other Authorities pursuant to Article II of the Valley Creek Agreement.

4. Exhibit "B" to the Valley Creek Agreement, Exhibit "D" of the Treatment Plant Agreement and Exhibit "B" of the East Whiteland Agreement are hereby amended to revise the estimated project cost to the new amounts set forth in Exhibit "A" attached hereto (which amounts have been derived from the original estimated project costs by a comparison of cost index figures in 1970 and 1974 as published in the Engineering News Record in the same manner as is described in the revised Section 2.03 below, and also adjusting for design changes in the Valley Creek Pump Station caused by the change in its location). Section 2.03 of the Valley Creek Agreement and the same numbered sections of the East Whiteland Agreement and the Treatment Plant Agreement are hereby further amended to read as follows:

"2.03 Change in Project Cost. In the event, after receipt of Construction bids, the total project cost (before deducting any federal or state grants) of constructing the [insert applicable construction] exceeds by more than 15% the estimate as set forth in Amendment No. 1 hereto and as adjusted pursuant to the next paragraph hereof, and such revision in excess of 15% is not disapproved by the majority of said municipalities listed in Exhibit [insert appropriate Exhibit or insert 'Joint Board' in Treatment Plant Agreement] each municipality listed in such Exhibit shall pay its respective share of said increase over 15% to Authority by the time set forth in Section 2.02 hereof. However, in computing the amount to be so paid, each municipality may take credit for its appropriate share of 90% of the anticipated Federal Grants for the construction as calculated by the Consulting Engineers. In the event, after receipt of the last construction bids for the [insert applicable construction] the total project cost of such construction is less than the estimate, as set forth in said Amendment No. 1, the total payment to be made by each such municipality under Sections 2.01 and 2.02 hereof shall be proportionately reduced and refunds of payments made under Section 1.01 shall be made proportionately.

The total estimated project cost of constructing the [insert applicable construction], for purposes of the preceding paragraph of this Section 2.03, shall be further adjusted from that set forth in Exhibit 'A' to Amendment No. 1, by multiplying the total project cost appearing in Amendment No. 1 by a factor obtained by dividing the most recent available Construction Cost Index factor for Philadelphia appearing in the 'Sewage Construction Cost Index in 20 Cities' table relating to sewer construction published in the Engineering News Record, projected on a straight line basis to the date of receipt of the last construction bids for such construction in a manner satisfactory to the Consulting Engineers

for the Tredyffrin Authority and the Valley Forge Authority by the October 1974 Construction Cost Index factor for Philadelphia appearing in the 'Sewage Construction Cost Index in 20 Cities' table relating to sewer construction published in the December 19, 1974 edition of Engineering News Record, at page 74."

5. To the extent that the Tredyffrin Authority pays any of the costs (as defined in the Original Agreement) for the Park Construction from its own funds, or funds it may borrow, prior to receipt of the Capital Contributions from the other Authorities under the Valley Creek Agreement, such contributions when made will include, not only reimbursement for their respective shares of such cost pursuant to Section 2 above, but also interest on such shares of the amounts advanced by the Tredyffrin Authority, from the dates the respective advances are made to the date of reimbursement, at a rate equal to the highest rate paid by any one of the three following Philadelphia Banks from time to time on 30 day certificates of deposit as determined on the 15th day of each month: Central Penn National Bank; Continental Bank; and The Philadelphia National Bank.

6. In the event that for any reason the openings of construction bids for the balance of the Valley Creek Trunk Sewer and other portions of the Project are delayed for any reason, so that no capital contributions are paid under the Valley Creek Agreement, the other Authorities and Municipalities will reimburse Tredyffrin Authority for their respective percentages of the costs incurred by Tredyffrin Authority (less Federal grant moneys received) for the Park Construction plus interest as aforesaid, said obligations to be several and not joint however, and further provided that said reimbursements will be payable only from the proceeds of the next sewer bond issue, whenever that may occur, by each Authority, by its incorporating Municipality, or by any other municipality authority created by such Municipality, concurrently with the closing in such bond issues or from any other available funds. For this purpose a bond issue by the Valley Forge Authority will be treated as a bond issue for all of its three member Municipalities. Also, independently of the preceding two sentences, the Authorities

(but not the Municipalities) separately agree to make such re-payment, without any limitation upon source, not later than two years after the date of the first advance by the Tredyffrin Authority.

7. All the Authorities will proceed to advertise for construction bids for their respective portions of the Project as soon as possible after receipt of Federal grants for the collection systems, but only upon approval of EPA for such advertising, and upon advice by the Valley Forge Authority that EPA has approved or is expected to approve advertising for construction bids for the Valley Forge Treatment Plant in sufficient time that construction bids will be received on the Treatment Plant by a date not more than 60 days after the receipt of bids for all other parts of the Project.

8. Except as modified herein the Valley Creek Agreement, the Treatment Plant Agreement and the East Whiteland Agreement are hereby ratified and confirmed.

9. This Agreement may be executed in any number of counterparts each of which may be deemed an original.

10. This Agreement shall not become effective until the formal Federal grant offers (which under applicable law are required to be in amounts equal to 75% of eligible costs) for the collection system portion of the Project have been received by all the Authorities, which grants however may be conditioned upon the execution of the EPA Agreement by all parties hereto.

11. Execution of this Composite Amendment to the above-mentioned three Agreements shall not be construed as making any Municipality or Authority a party to any Agreement to which it has not previously been a party, nor as merging any of said Agreements, which shall remain separate Agreements for all purposes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Composite Amendment No. 1 Agreement to be executed and attested by its proper officers, pursuant to the proper action of its governing body, as of the day and year first above written.

TOWNSHIP OF TREDYFFRIN

(SEAL)

By:

Charles P. Brown
Chairman, Board of Supervisors

ATTEST:

By:

Emily J. Pence
Secretary

(SEAL)

TREDYFFRIN MUNICIPAL AUTHORITY

By:

William H. Hordley
Chairman

ATTEST:

By:

William H. Hordley
Secretary

(SEAL)

ATTEST:

By _____
Secretary

TOWNSHIP OF SCHUYLKILL

By _____
Chairman, Board of Supervisors

(SEAL)

ATTEST:

By _____
Secretary

TOWNSHIP OF EAST PIKELAND

By _____
Chairman, Board of Supervisors

(SEAL)

ATTEST:

By _____
Secretary

TOWNSHIP OF CHARLESTOWN

By _____
Chairman, Board of Supervisors

(SEAL)

ATTEST:

By _____
Secretary

TOWNSHIP OF EAST WHITELAND

By _____
Chairman, Board of Supervisors

(SEAL)

ATTEST:

By _____
Secretary

TOWNSHIP OF WILLISTOWN

By _____
Chairman, Board of Supervisors

(SEAL)

TOWNSHIP OF EASTTOWN

By _____
Chairman, Board of Supervisors

ATTEST:

By _____
Secretary

(SEAL)

BOROUGH OF MALVERN

By _____
President, Borough Council

ATTEST:

By _____
Secretary

(SEAL)

VALLEY FORGE SEWER AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

MALVERN MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EAST WHITELAND MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EASTTOWN MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

COMPOSITE AMENDMENT NO. 1

EXHIBIT A
Revised Project Costs

<u>Authority</u>	<u>Valley Creek Trunk Sewer Agreement</u>					<u>Valley Forge Treatment Plant Agreement</u>		<u>East Whiteland Trunk Line Agreement</u>	
	<u>Overall Project</u>		<u>Park Construction</u>			<u>% of Total Cost</u>	<u>Estimated Cost (Before Grants)</u>	<u>% of Total Cost</u>	<u>Estimated Cost (Before Grants)</u>
	<u>% of Total Cost(1)</u>	<u>Estimated Cost (Before Grants)</u>	<u>% of Total Cost (1)</u>	<u>Estimated Cost Before Grants</u>	<u>After Grants</u>				
Valley Forge Sewer Auth.	0.17%	\$ 18,931	0.51%	\$ 12,821	\$ 3,600	26.60%	\$ 2,831,432	-	
Tredyffrin Twp. Mun. Auth.	39.03%	4,346,322	31.34%	787,888	220,600	19.90%	2,118,251	-	
East Whiteland Mun. Auth.	28.65%	3,190,421	35.48%	891,967	249,800	21.20%	2,256,630	68.89%	\$658,448
Malvern Mun. Auth.	7.47%	831,848	9.34%	234,808	65,700	7.05%	750,436	31.11%	297,348
Willistown Twp. Mun. Auth.	11.83%	1,317,371	14.00%	351,960	98,600	13.30%	1,415,716	-	
Easttown Mun. Auth.	12.85%	1,430,957	9.33%	234,556	65,700	11.95%	1,272,015	-	
Total	100.00%	\$11,135,850⁽²⁾	100.00%	\$2,514,000	\$704,000	100.00%	\$10,644,480⁽³⁾	100.00%	\$955,796

(1) Overall percentages are the same as those shown on original Exhibits and are solely for purposes of Section 2.03. Percentages of construction cost for individual sections of line (such as the Park Construction) vary, as shown in said Exhibits, based on relative anticipated use of each section by the various parties.

(2) Estimated construction cost \$7,954,180.

(3) Estimated construction cost \$7,884,800.

June 25, 2021

VIA EMAIL: susan.posternock@obermayer.com

Susan Posternock
Obermayer Rebmann Maxwell & Hoppel
1500 Market Street West, Suite 3400
Philadelphia, PA 19102-2101

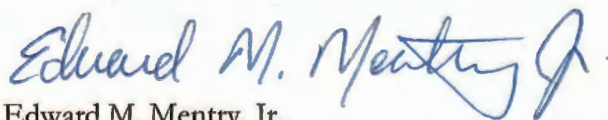
RE: Right-to-Know Request Received June 21, 2021

Schuylkill Township (the "Agency") is in receipt of your request for information pursuant to the Pennsylvania Right-to-Know Law ("RTKL"), 65 P.S. 67.101, *et. seq.* On January 7, 2021, you requested copies of certain amendments to the Valley Creek Trunk Sewer Agreement, the East Whiteland Trunk Line Agreement and the Valley Forge Sewer Plant Agreement. Pursuant to Section 902(a) of the Right to Know Law, the Agency's OOR requires an additional 30 days to respond because (check all that apply):

- ☐ The request for access requires redaction of a record in accordance with Section 706 of the RTKL;
- ☒ The request for access requires the retrieval of a record stored in a remote location;
- ☒ A timely response to the request for records cannot be accomplished due to bona fide and specific staffing limitations.
- ☒ A legal review is necessary to determine whether the record is a record subject to access under the RTKL;
- ☐ The requester has not complied with the Agency's policies regarding access to records;
- ☐ The requester refuses to pay applicable fees authorized by the RTKL;
- ☐ The extent or nature of the request precludes a response within the required time period.

The Agency expects to respond to your request on or before July 26, 2021. Any applicable fees related to your request will be communicated at that time.

Sincerely,



Edward M. Mentry, Jr.
Open Records Officer
RTK@schuylkilltp.org

c: Board of Supervisors
Township Solicitor

STANDARD RIGHT-TO-KNOW REQUEST FORM

NAME OF REQUESTOR: Susan Posternock **DATE REQUESTED:** 6/18/21

ADDRESS: Obermayer Rebmann Maxwell & Hippel
1500 Market Street West, Suite 3400

CONTACT NUMBER: 215-665-3007 **CONTACT VIA** susan.posternock@obermayer.com
EMAIL:

DESCRIPTION OF RECORDS BEING REQUESTED:

Please see attached letter. Email delivery preferred. Thank you.

COPIES REQUESTED?: YES X NO

NUMBER OF COPIES: 1

CERTIFIED COPIES?: YES NO X

NUMBER OF CERTIFIED COPIES:

INSPECT RECORDS?: **YES** **NO** ☒

RECEIVED BY
SIGNATURE:

DATE: _____

OFFICE USE ONLY

AGENCY FIVE (5) DAY RESPONSE DUE:

DATE REQUEST _____
FBI FILED: _____

INITIALS OF STAFF MEMBER:

DATE INFORMATION PICKED UP:

DATE MAILED:

COSTS

IN-HOUSE COPIES @ \$.25 PER PAGE

OUTSIDE COPIES @ \$ PER PAGE

POSTAGE

OTHER

“OTHER” EXPLANATION:

TOTAL COST \$

LESS DEPOSIT ¹

TOTAL AMOUNT OWED \$

¹If copies of plans or other items which cannot be copied in-house are needed, cost of outside photocopying will be charged at cost. A deposit may be required if costs to fulfill the request are expected to exceed \$100.00.

Public bodies may fill anonymous verbal or written requests. If the requestor wishes to pursue the relief and remedies provided for in the Right-to-Know Act, the request must be in writing (§702). Written requests need not include an explanation of why information is sought or the intended use of the information unless otherwise required by law (§702).

REQUESTED RECORDS WILL BE HELD FOR REVIEW OR PICK-UP FOR FIVE (5) BUSINESS DAYS AFTER REQUESTOR IS NOTIFIED. AFTER 10 BUSINESS DAYS, A NEW RIGHT-TO-KNOW REQUEST MUST BE FILED FOR THE RECORDS.

Susan Posternock

Research Librarian

Direct Dial: 215.665.3007

Susan.Posternock@obermayer.com

www.obermayer.com

**Obermayer Rebmann Maxwell
& Hippel LLP**

Centre Square West

1500 Market Street | Suite 340

Philadelphia, PA 19102-2101

P: 215.665.3000

F: 215.665.3165

June 18, 2021

E.J. Mentry

Township Manager/Open Records Officer

Schuylkill Township

111 Valley Park Road

Phoenixville, PA 19460-5766

RE: Right-to-Know Request

Township Manager Mentry,

On behalf of Thomas Wyatt, Esquire, I am submitting this Right to Know request seeking copies of the following documents:

1. **Composite Amendment No. 1 to the Valley Creek Trunk Sewer Agreement, the East Whiteland Trunk Line Agreement and the Valley Forge Sewage Treatment Plant Agreement dated December 1, 1974** between Tredyffrin Township Municipal Authority, Township of Tredyffrin, Township of Schuylkill, Township of East Pikeland, Township of Charlestown, Township of East Whiteland, Township of Willistown, Township of Easttown, Borough of Malvern, Valley Forge Sewer Authority, Malvern Municipal Authority, East Whiteland Municipal Authority, and Easttown Municipal Authority, including all signature pages.
2. **October 4, 1994 – Addendum to Valley Forge Sewage Treatment Plant Agreement for the Purpose of Permitting and Administering the Sale of Reserved Capacity Among the Parties** between Valley Forge Sewer Authority, the Townships of Schuylkill, East Pikeland,

Charlestown, East Whiteland, Tredyffrin, Willistown, and Easttown; the Borough of Malvern; East Whiteland Township Municipal Authority; Easttown Municipal Authority; and Tredyffrin Township Municipal Authority (Addendum to Nov. 1, 1970 Agreement), including all signature pages.

Electronic delivery is preferred, if possible. Please let me know if there are costs associated with fulfilling this request and, if so, how I can go about remitting payment. Feel free to contact me via phone at (215) 665-3007 or email at susan.posternock@obermayer.com with questions or concerns related to this request.

Regards,

Susan Posternock

From: RTK for Admin <RTK@tredyffrin.org>
Sent: Tuesday, June 22, 2021 2:54 PM
To: Posternock, Susan <susan.posternock@obermayer.com>
Subject: RE: Tredyffrin Township: Tredyffrin Township Right-to-Know Request Form

Good Afternoon Susan,

Please see attached for the requested documents. For the second document you mentioned a May date, but I was only able to find an addendum from October. If this isn't what you are looking for, let me know and I will take a second look.

Best,
Amanda

Amanda Lafty
Tredyffrin Township
1100 DuPortail Road
Berwyn, PA 19312
Phone: 610-408-3602
Email: alafty@tredyffrin.org

****We're back! Please visit us at our newly renovated Township Building – 1100 Duportail Rd.****

From: tredyffrin@tredyffrin.org <tredyffrin@tredyffrin.org>
Sent: Friday, June 18, 2021 12:24 PM
To: RTK for Admin <RTK@tredyffrin.org>
Subject: Tredyffrin Township: Tredyffrin Township Right-to-Know Request Form

A new entry to a form/survey has been submitted.

Form Name:	Right-To-Know Request Form
Date & Time:	06/18/2021 12:24 PM
Response #:	1128
Submitter ID:	9682
IP address:	38.123.131.2
Time to complete:	4 min. , 18 sec.

Survey Details

Date/Time Requested:

6/18/21 12:30 pm

Name of Requestor:

Susan Posternock

Street Address:

1500 Market Street West, Suite 3400

City/State/Zip:

Philadelphia, PA 19102

Phone Number (Required):

265-665-3007

E-mail Address:

susan.posternock@obermayer.com

Copies of the records:

Copies will be provided on site only. See current [fee schedule](#) as established by the Township in compliance with the Right-To-Know Law for copy fees.

Due to restrictions imposed by the Federal Protection Copyright Act, the Township cannot make copies of building, site, or subdivision & land development plans, including sealed architectural and engineered plans. The plans may be inspected by the requester at the Township offices, but may not photocopied or photographed. This restriction also applies to Zoning Hearing Board transcripts and other documents prepared by a professional stenographer.

Records Requested:

Please specify address(es) requested for review.

-

Please provide subdivision name, if applicable.

Not answered

Please provide as much detail as possible so that Township staff may identify the specific information being requested (document type, format, time frame, etc). 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. Be clear and concise.

Good afternoon. On behalf of Thomas Wyatt, Esquire, I am submitting this Right-to-Know request seeking copies of the following documents:

1. Composite Amendment No. 1 to the Valley Creek Trunk Sewer Agreement, the East Whiteland Trunk Line Agreement and the Valley Forge Sewage Treatment Plant Agreement dated December 1, 1974 between Tredyffrin Township Municipal Authority, Township of Tredyffrin, Township of Schuylkill, Township of East Pikeland, Township of Charlestown, Township of East Whiteland, Township of Willistown, Township of Easttown, Borough of Malvern, Valley Forge Sewer Authority, Malvern Municipal Authority, East Whiteland Municipal Authority, and Easttown Municipal Authority, including all signature pages.

2. October 4, 1994 – Addendum to Valley Forge Sewage Treatment Plant Agreement for the Purpose of Permitting and Administering the Sale of Reserved Capacity Among the Parties between Valley Forge Sewer Authority, the Townships of Schuylkill, East Pikeland, Charlestown, East Whiteland, Tredyffrin, Willistown, and Easttown; the Borough of Malvern; East Whiteland Township Municipal Authority; Easttown Municipal Authority; and Tredyffrin Township Municipal Authority (Addendum to Nov. 1, 1970 Agreement), including all signature pages.

Electronic delivery is preferred, if possible. Please let me know if there are costs associated with fulfilling this request and, if so, how I can go about remitting payment. Feel free to contact me via phone at (215) 665-3007 or email at susan.posternock@obermayer.com with questions or concerns related to this request.

Regards,
Susan Posternock

Please allow up to 5 business days for a response with information regarding your Right to Know Request.

Portion below to be completed by Township Staff or Right-To-Know Officer:

Logged in (date):

Emailed/Left Message for Requestor:

Confirmation Sent (Date):

Appointment Date/Time:

Date files reviewed by requestor:

Right-To-Know Coordinator:

Request logged out (date):

EGov Y/N:

SharePoint Y/N:

EGov Only (No paper file):

Thank you,
Tredyffrin Township

This is an automated message generated by Granicus. Please do not reply directly to this email.

T.T CONFIDENTIALITY NOTICE: The information contained in this electronic communication and any attachment thereto, is privileged, confidential, and proprietary and may be legally protected from disclosure. As such, this email is sent in trust and it is intended only for the use of the individual(s) and/or entities named above. If you are not the intended recipient or the recipient's authorized agent, you are hereby notified that any unauthorized disclosure, copying or dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately, then delete and destroy the original and any copies of this communication and attachments thereto.

12-18-74

executed
original

VALLEY CREEK TRUNK SEWER AGREEMENT
EAST WHITELAND TRUNK LINE AGREEMENT
VALLEY FORGE SEWAGE TREATMENT PLANT AGREEMENT

subject Valley Creek Construction
thru UFNHP

COMPOSITE AMENDMENT NO. 1

This Composite Amendment No. 1 dated as of December 1, 1974, to the Valley Creek Trunk Sewer Agreement dated November 1, 1970 (the "Valley Creek Agreement"), is entered between the parties to said Agreement, namely TREDYFFRIN TOWNSHIP MUNICIPAL AUTHORITY (the "Tredyffrin Authority") a Pennsylvania municipality authority and the TOWNSHIP OF TREDYFFRIN ("Tredyffrin Township") parties of the first part, and the TOWNSHIPS OF SCHUYLKILL, EAST PIKELAND, CHARLESTOWN, EAST WHITELAND, WILLISTOWN and EASTTOWN (all of said Townships being second class townships in Chester County, Pennsylvania), the BOROUGH OF MALVERN, the VALLEY FORGE SEWER AUTHORITY, MALVERN MUNICIPAL AUTHORITY, EAST WHITELAND MUNICIPAL AUTHORITY and EASTTOWN MUNICIPAL AUTHORITY all being Pennsylvania municipality authorities, parties of the second part. Certain of the aforementioned parties are also parties to the East Whiteland Trunk Line Agreement dated as of February 1, 1971 (the "East Whiteland Agreement") and the Valley Forge Sewage Treatment Plant Agreement dated as of November 1, 1970 (the "Treatment Plant Agreement"), which are also being amended in certain respects hereby. All of the abovementioned Townships and the Borough of Malvern are sometimes herein referred to as the "Municipalities" and the above-named municipality authorities are sometimes referred to as the "Authorities".

BACKGROUND

The background of this Agreement is as follows:

A. The parties hereto entered into the Valley Creek Agreement to provide for sharing the cost of construction of the "valley

Creek Trunk Sewer" as therein defined, and also in contemplation of the construction of (i) the "Valley Forge Treatment Plant" pursuant to the Treatment Plant Agreement; (ii) the East Whiteland Trunk Line, pursuant to the East Whiteland Agreement; and (iii) the sewage collection systems within each of the Municipalities designed to be served by the aforementioned facilities. All of the aforesaid construction was to have been commenced at substantially the same time because it is all interrelated, and it is herein referred to collectively as the "Project". Construction of the Project has been delayed for various reasons during which time construction costs have risen substantially.

B. It is now expected that the U. S. Government acting through the Environmental Protection Agency ("EPA") will shortly award grants to each of the Authorities in the amount of 75% of the actual eligible costs of the abovementioned collection systems, pursuant to the Federal Water Pollution Control Act Amendments of 1972. In addition, informal assurances have been received from EPA as to the likely increase of the grants for the Valley Creek Trunk Sewer and the Valley Forge Treatment Plant and other interceptors, as previously awarded conditionally, to 75% of the actual eligible costs, even though said grants were originally awarded under prior Federal law.

C. Award of the abovementioned new grants and authorization to proceed with construction under the old grants will be conditioned upon execution of a Supplement to Sewage Facility Grant Agreements, dated as of July 1, 1974 (the "EPA Agreement") between the parties hereto and EPA, which Agreement will also require the enactment of certain Ordinances by the Municipalities on or before December 31, 1974, as more fully provided in Section 2 of the EPA Agreement, substantially in the form of Exhibits A and B thereto.

D. The Valley Creek Trunk Sewer is indispensable to the transportation of sanitary sewage emanating from all the Munici-

palities to the Valley Forge Treatment Plant. The Pennsylvania Historical and Museum Commission (the "Park Commission") has informally indicated however, that it will not permit construction of the portions of the Valley Creek Trunk Sewer located within Valley Forge State Park, consisting of Contract "D" of the Tredyffrin Authority (the "Park Construction") during the years 1976 through 1978 because of the necessity to close completely an arterial road to carry out such construction. The construction will require approximately 12 months to complete.

E. In reviewing the plans for the Valley Forge Sewage Treatment Plant EPA has recently required certain changes which necessitate redesign of said Plant, and it is therefore unlikely that final approval of plans for said Plant will take place before March of 1975, which will prevent award of construction contracts for such construction until early summer of that year.

F. The Consulting Engineers for the parties have advised them that construction costs will continue to increase, and that it will be in their best interests to commence construction of all of the facilities mentioned in paragraph A as soon as possible after award of the abovementioned new grants.

G. Because work on the Park Construction must be commenced before other parts of the Project, the Tredyffrin Authority is willing to commence such construction separately, upon approval thereof by EPA, and subject to the further provisions of this Agreement.

H. The estimated project cost for the Park Construction has been estimated by the Consulting Engineers of Tredyffrin Authority at \$2,500,000, approximately 75% of which will be reimbursed by Federal grants. The Tredyffrin Authority has available funds for the non-Federal portion of such costs, but because the Park Construction is intended for the joint use of all the other

parties hereto it is deemed advisable that said Authority be protected against having to bear the full loss in the unlikely event that there should be an indefinite delay in construction of the balance of the Project.

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

1. All terms defined in the abovementioned Agreements will have the same meaning when used herein.

2. Immediately upon execution hereof by all parties, the Tredyffrin Authority will advertise for construction bids for the Park Construction or at its option such portion thereof as the Park Commission determines must be completed before January of 1976. It will not award such contracts however, until receiving written approval from EPA for such action, including reasonable assurance that Tredyffrin Authority will receive prompt payment on account of the Federal grants for such construction as construction proceeds, at the rate of 75% of actual eligible costs incurred. In order that such approval of EPA may be received, the Municipalities agree to proceed as rapidly as possible with authorization and execution of the EPA Agreement and enactment of the related Ordinances. Tredyffrin Authority will use its best efforts to complete such construction as rapidly as possible, but if construction bids have not been received for the balance of the Project by August 30, 1975, Tredyffrin Authority may at its option suspend work on the Park Construction in order to minimize the damages which might otherwise result.

3. Tredyffrin Authority will pay the non-Federal portion of the costs of such construction from moneys it now has available, subject to reimbursement of their respective shares of the non-Federal portion thereof by the capital contributions of the other Authorities pursuant to Article II of the Valley Creek Agreement.

4. Exhibit "B" to the Valley Creek Agreement, Exhibit "D" of the Treatment Plant Agreement and Exhibit "B" of the East Whiteland Agreement are hereby amended to revise the estimated project cost to the new amounts set forth in Exhibit "A" attached hereto (which amounts have been derived from the original estimated project costs by a comparison of cost index figures in 1970 and 1974 as published in the Engineering News Record in the same manner as is described in the revised Section 2.03 below, and also adjusting for design changes in the Valley Creek Pump Station caused by the change in its location). Section 2.03 of the Valley Creek Agreement and the same numbered sections of the East Whiteland Agreement and the Treatment Plant Agreement are hereby further amended to read as follows:

"2.03 Change in Project Cost. In the event, after receipt of Construction bids, the total project cost (before deducting any federal or state grants) of constructing the [insert applicable construction] exceeds by more than 15% the estimate as set forth in Amendment No. 1 hereto and as adjusted pursuant to the next paragraph hereof, and such revision in excess of 15% is not disapproved by the majority of said municipalities listed in Exhibit [insert appropriate Exhibit or insert 'Joint Board' in Treatment Plant Agreement] each municipality listed in such Exhibit shall pay its respective share of said increase over 15% to Authority by the time set forth in Section 2.02 hereof. However, in computing the amount to be so paid, each municipality may take credit for its appropriate share of 90% of the anticipated Federal Grants for the construction as calculated by the Consulting Engineers. In the event, after receipt of the last construction bids for the [insert applicable construction] the total project cost of such construction is less than the estimate, as set forth in said Amendment No. 1, the total payment to be made by each such municipality under Sections 2.01 and 2.02 hereof shall be proportionately reduced and refunds of payments made under Section 1.01 shall be made proportionately.

The total estimated project cost of constructing the [insert applicable construction], for purposes of the preceding paragraph of this Section 2.03, shall be further adjusted from that set forth in Exhibit 'A' to Amendment No. 1, by multiplying the total project cost appearing in Amendment No. 1 by a factor obtained by dividing the most recent available Construction Cost Index factor for Philadelphia appearing in the 'Sewage Construction Cost Index in 20 Cities' table relating to sewer construction published in the Engineering News Record, projected on a straight line basis to the date of receipt of the last construction bids for such construction in a manner satisfactory to the Consulting Engineers

for the Tredyffrin Authority and the Valley Forge Authority by the October 1974 Construction Cost Index factor for Philadelphia appearing in the 'Sewage Construction Cost Index in 20 Cities' table relating to sewer construction published in the December 19, 1974 edition of Engineering News Record, at page 74."

5. To the extent that the Tredyffrin Authority pays any of the costs (as defined in the Original Agreement) for the Park Construction from its own funds, or funds it may borrow, prior to receipt of the Capital Contributions from the other Authorities under the Valley Creek Agreement, such contributions when made will include, not only reimbursement for their respective shares of such cost pursuant to Section 2 above, but also interest on such shares of the amounts advanced by the Tredyffrin Authority, from the dates the respective advances are made to the date of reimbursement, at a rate equal to the highest rate paid by any one of the three following Philadelphia Banks from time to time on 30 day certificates of deposit as determined on the 15th day of each month: Central Penn National Bank; Continental Bank; and The Philadelphia National Bank.

6. In the event that for any reason the openings of construction bids for the balance of the Valley Creek Trunk Sewer and other portions of the Project are delayed for any reason, so that no capital contributions are paid under the Valley Creek Agreement, the other Authorities and Municipalities will reimburse Tredyffrin Authority for their respective percentages of the costs incurred by Tredyffrin Authority (less Federal grant moneys received) for the Park Construction plus interest as aforesaid, said obligations to be several and not joint however, and further provided that said reimbursements will be payable only from the proceeds of the next sewer bond issue, whenever that may occur, by each Authority, by its incorporating Municipality, or by any other municipality authority created by such Municipality, concurrently with the closing in such bond issues or from any other available funds. For this purpose a bond issue by the Valley Forge Authority will be treated as a bond issue for all of its three member Municipalities. Also, independently of the preceding two sentences, the Authorities

(but not the Municipalities) separately agree to make such repayment, without any limitation upon source, not later than two years after the date of the first advance by the Tredyffrin Authority.

7. All the Authorities will proceed to advertise for construction bids for their respective portions of the Project as soon as possible after receipt of Federal grants for the collection systems, but only upon approval of EPA for such advertising, and upon advice by the Valley Forge Authority that EPA has approved or is expected to approve advertising for construction bids for the Valley Forge Treatment Plant in sufficient time that construction bids will be received on the Treatment Plant by a date not more than 60 days after the receipt of bids for all other parts of the Project.

8. Except as modified herein the Valley Creek Agreement, the Treatment Plant Agreement and the East Whiteland Agreement are hereby ratified and confirmed.

9. This Agreement may be executed in any number of counterparts each of which may be deemed an original.

10. This Agreement shall not become effective until the formal Federal grant offers (which under applicable law are required to be in amounts equal to 75% of eligible costs) for the collection system portion of the Project have been received by all the Authorities, which grants however may be conditioned upon the execution of the EPA Agreement by all parties hereto.

11. Execution of this Composite Amendment to the above-mentioned three Agreements shall not be construed as making any Municipality or Authority a party to any Agreement to which it has not previously been a party, nor as merging any of said Agreements, which shall remain separate Agreements for all purposes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Composite Amendment No. 1 Agreement to be executed and attested by its proper officers, pursuant to the proper action of its governing body, as of the day and year first above written.

TOWNSHIP OF TREDYFFRIN

(SEAL)

By:

Charles P. Brown
Chairman, Board of Supervisors

ATTEST:

By: Emily J. Peice
Secretary

(SEAL)

TREDYFFRIN MUNICIPAL AUTHORITY

By:

John S. Soderberg
Chairman

ATTEST:

By: John O. Soderberg
Secretary

(SEAL)

TOWNSHIP OF SCHUYLKILL

ATTEST:

By Chairman, Board of Supervisors

By Secretary

(SEAL)

TOWNSHIP OF EAST PIKELAND

ATTEST:

By Chairman, Board of Supervisors

By Margaret J. Chisum
(Secretary)

(SEAL)

TOWNSHIP OF CHARLESTOWN

ATTEST:

By Harold J. Dyer
Chairman, Board of Supervisors

By Secretary

(SEAL)

TOWNSHIP OF EAST WHITELAND

ATTEST:

By Chairman, Board of Supervisors

By Secretary

(SEAL)

TOWNSHIP OF WILLISTOWN

ATTEST:

By Chairman, Board of Supervisors

By Secretary

(SEAL)

TOWNSHIP OF EASTTOWN

By _____
Chairman, Board of Supervisors

ATTEST:

By _____
Secretary

(SEAL)

BOROUGH OF MALVERN

By _____
President, Borough Council

ATTEST:

By _____
Secretary

(SEAL)

VALLEY FORGE SEWER AUTHORITY

By Joseph W. Einstad
Chairman

ATTEST:

By _____
Secretary

(SEAL)

MALVERN MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EAST WHITELAND MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)

EASTTOWN MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

COMPOSITE AMENDMENT NO. 1

EXHIBIT A
Revised Project Costs

	Valley Creek Trunk Sewer Agreement				Valley Forge Treatment Plant Agreement			
	Overall Project		% of Total Cost (1)		Park Construction		% of Total Cost	
	% of Total Cost (1)	Estimated Cost (Before Grants)	% of Total Cost (1)	Estimated Cost After Grants	% of Total Cost	Estimated Cost (Before Grants)	% of Total Cost	Estimated Cost (Before Grants)
Sewer Auth.	0.17%	\$ 18,931	0.51%	\$ 12,821	\$ 3,600	\$ 2,831,4	26.60%	\$ 2,831,4
tp. Mun. Auth.	39.03%	4,346,322	31.34%	787,888	220,600	2,118,22	19.90%	2,118,22
d Mun. Auth.	28.65%	3,190,421	35.48%	891,967	249,800	2,256,6	21.20%	2,256,6
Auth.	7.47%	831,848	9.34%	234,808	65,700	750,4	7.05%	750,4
tp. Mun. Auth.	11.83%	1,317,371	14.00%	351,960	98,600	1,415,7	13.30%	1,415,7
Auth.	12.85%	1,430,957	9.33%	234,556	65,700	1,272,0	11.95%	1,272,0
total	100.00%	\$11,135,850 (2)	100.00%	\$2,514,000	\$704,000	\$10,644,4	100.00%	\$10,644,4

Overall percentages are the same as those shown on original Exhibits and are solely for purposes of Section
Percentages of construction cost for individual sections of line (such as the Park Construction) vary, as
in said Exhibits, based on relative anticipated use of each section by the various parties.
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Estimated construction cost \$7,884,800.