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May 12, 2023

VIA PUC E-FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North 2nd Floor North
Harrisburg, PA 17120

Re: APPLICATION OF TOWAMENCIN TOWNSHIP, PURSUANT TO 66 PA. C.S. § 1102(A), FOR A CERTIFICATE OF PUBLIC CONVENIENCE TO OFFER, FURNISH, RENDER, AND SUPPLY WASTEWATER SERVICE TO THE PUBLIC IN CERTAIN PORTIONS OF WORCESTER TOWNSHIP, LOWER SALFORD TOWNSHIP, FRANCONIA TOWNSHIP AND LANSDALE BOROUGH, ALL IN MONTGOMERY COUNTY, PENNSYLVANIA

Dear Secretary Chiavetta:

I represent Applicant, Towamencin Township, in the above-listed matter, and I attach for filing an Application for Certificate of Public Convenience, Nunc Pro Tunc.

As evidenced by the enclosed Certificate of Service, all known parties will be served, as indicated.

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read 'J. J. Rodgers', written over the typed name 'James J. Rodgers, Esquire'.

James J. Rodgers, Esquire

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF
TOWAMENCIN TOWNSHIP,
PURSUANT TO 66 PA. C.S. § 1102(A),
FOR A CERTIFICATE OF PUBLIC
CONVENIENCE TO OFFER,
FURNISH, RENDER, AND SUPPLY
WASTEWATER SERVICE TO THE
PUBLIC IN CERTAIN PORTIONS OF
WORCESTER TOWNSHIP, LOWER
SALFORD TOWNSHIP, FRANCONIA
TOWNSHIP AND LANSDALE
BOROUGH, ALL IN MONTGOMERY
COUNTY, PENNSYLVANIA**

DOCKET A-2023-

**APPLICATION OF TOWAMENCIN TOWNSHIP FOR A
CERTIFICATE OF PUBLIC CONVENIENCE, *NUNC PRO TUNC***

Applicant, Towamencin Township (“Applicant”), by and through its counsel, Dilworth Paxson, LLP, files this Application for a Certificate of Public Convenience, *Nunc Pro Tunc*, pursuant to 66 Pa. C.S. § 1102(a), seeking approval from the Pennsylvania Public Utility Commission for Applicant to offer, furnish, render, and supply wastewater service to the public in certain portions of Worcester and Lower Salford Townships, Montgomery County, Pennsylvania, as well as to bulk customers that interconnect with the Applicant’s system outside the Applicant’s geographic boundaries as specified further below. Applicant also requests a Certificate to Abandon Service upon the closing of a proposed sale by Applicant of substantially all of the assets comprising its wastewater system to Pennsylvania-American Water Company (“PAWC”) as specified further below.

In support, Applicant avers as follows:

1. The name and address of Applicant is as follows:

Towamencin Township
1090 Troxel Road

Lansdale, PA 19446

2. The names and addresses of Applicant's attorneys are as follows:

a. James Rodgers, Esquire
Dilworth Paxson, LLP
1500 Market Street, Suite 3500E
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215-575-7143 (telephone)
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c. Marc Feller, Esquire
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3. The Applicant was established in 1728 and is centrally located in the middle of Montgomery County. It is a township of the second-class with a population of approximately 18,500 residents. The Township is governed by the Board of Supervisors consisting of five members who are elected at-large by the residents of Township.

4. The Applicant and Towamencin Municipal Authority (the "Authority") own and operate the wastewater system (the "System") and the Authority leases the System to Applicant pursuant to a Lease and Service Agreement. A copy of the Lease and Service Agreement is attached and incorporated by reference as **Exhibit A**.

5. The System is comprised of a wastewater collection and conveyance system as well as the Towamencin Township Wastewater Treatment Plant (the "WWTP" or the "Plant").

6. The WWTP is located at 2225 Kriebel Road in Towamencin Township, Montgomery County, Pennsylvania near the confluence of the Towamencin Creek and Bustard Road. The WWTP has a permitted capacity of 6.5 MGD and employs comminutors, influent pumping and metering, primary screening, pre-aeration, conventional activated sludge and contact stabilization activated sludge, intermediate clarification, trickling filter treatment, final clarification, and disinfection by chlorination.

7. The wastewater collection and conveyance system consists of approximately 420,000 linear feet of sewage collection/conveyance piping, 2,100 manholes, 23,500 linear feet of force mains, and three pumping stations (Rittenhouse Road, Hollis Hills and Milestone). The collection/conveyance system consists of 8-inch, 10-inch, 12-inch, 15-inch and 21-inch sewer pipes constructed of various materials. There are approximately 108,000 linear feet of laterals.

8. Since 1964, Applicant has provided wastewater service within the entirety of its geographical boundaries. In addition, Applicant currently provides wastewater service (directly or indirectly) to customers situated in portions of Worcester Township (“Worcester”), Lower Salford Township (“Lower Salford”), Franconia Township (“Franconia”), the Borough of Lansdale (“Lansdale”), Upper Gwynedd Township (“Upper Gwynedd”), and Hatfield Township (“Hatfield”), all located in Montgomery County. A map depicting Applicant’s current wastewater service area is attached and incorporated by reference as **Exhibit B**.

9. Applicant began providing wastewater services to customers in Worcester Township, Montgomery County as required under a Court Order issued on March 30, 1987, as a result of a settlement of litigation in the Court of Common Pleas of Montgomery County, in a matter captioned *Bronia Sultanki vs. Board of Supervisors of Towamencin Township and Towamencin Township*, Civil Action No. 1986-03576. The settlement agreement and Order

resolving the litigation obligated Applicant to provide wastewater services to customers living in what is now the Milestone development in Worcester and established the fee that those customers would pay for Applicant's wastewater services. The Court Order was not conditioned on compliance with the Code's requirement that a municipality obtain a Certificate of Public Convenience prior to providing utility service outside the municipality's boundaries. Pursuant to the March 30, 1987 Court Order, Applicant passed Resolution No. 89-12, attached and incorporated by reference as **Exhibit C**, which provided that Applicant will provide wastewater services to customers living in the Milestone development.

10. After the Court Order regarding service to the Milestone development, Applicant began providing wastewater services to customers living in an additional development in Worcester Township, what is now the Hollis Hills development, because Worcester Township did not have the capability to provide wastewater service in that area. Applicant codified this service by adopting Ordinance No. 89-7, which is attached and incorporated by reference as **Exhibit D**.

11. Applicant began providing service in 1989 to 22 customers located in Lower Salford Township due to their proximity to Applicant's sewer mains. Applicant and Lower Salford Township agreed that Applicant will provide these customers with wastewater service directly.

12. In addition to the direct bill customers in Worcester and Lower Salford mentioned above, Applicant provides wastewater service under bulk contracts with (i) Lower Salford Township, pursuant to an agreement among Applicant, Lower Salford Township and Lower Salford Township Authority, attached and incorporated by reference as **Exhibit E**; (ii) Lansdale, pursuant to an agreement among Applicant, Lansdale, Upper Gwynedd, and Lansdale Sewer Authority, attached and incorporated by reference as **Exhibit F**; and (3) one

commercial customer located in Franconia pursuant to an agreement among the Applicant, Franconia Township Authority, and JDJ Associates, attached and incorporated by reference as **Exhibit G**.

13. The points of interconnection of the System utilized to provide bulk service in those three municipalities of Lower Salford, Lansdale and Franconia are not located in Towamencin Township but instead are in those respective municipalities, which is why they are part of the Applied-for-Territory (as defined below).

14. In addition to the bulk service arrangements referenced above, the Township provides bulk service to Upper Gwynedd and Hatfield pursuant to bulk service agreements. The points of interconnection of the System are located in Towamencin Township so these two municipalities are not part of the Applied-for-Territory.

15. In connection with a proposed sale by Applicant of substantially all of the assets comprising the wastewater system to PAWC, and as a predicate to the application to be filed by PAWC under Section 1329 of the Pennsylvania Public Utility Code, Applicant requires a certificate of public convenience for the wastewater service provided to the customers described above in Worcester, Lower Salford, Franconia and Lansdale (collectively the “Applied-For Service Territory”).

16. A map depicting the Applied-For Service Territory is attached and incorporated by reference as **Exhibit H**.

17. The Applied-For Service Territory includes the customers contained on the list attached and incorporated by reference as **Exhibit I**.

18. Applicant’s facilities providing wastewater service to the Applied-For Service Territory include approximately 24,100 linear feet of piping. Of this approximately 24,100

linear feet, approximately 22,850 linear feet of piping is located in Worcester Township and approximately 1,250 linear feet is located in Lower Salford Township.

19. The initial rates to be charged to the customers in the Applied-For Service Territory will be the same rates charged to Applicant's customers located in its geographical boundaries. The Township currently bills its residential customers a flat annual sewer rental charge of \$450 per equivalent dwelling unit ("EDU"). Commercial customers are billed bi-annually in one of two ways: (i) a flat rate of \$225 per EDU per billing cycle, or (ii) a metered rate equal to \$0.04611 per cubic foot of water consumption with a minimum fee of \$225 per EDU per billing cycle.

20. Due to the loss of a significant number of customers to the System in connection with the planned withdrawal of Upper Gwynedd from the Authority and the System, Applicant expects its Board of Supervisors to implement a rate increase effective January 1, 2024, which is likely to occur prior to closing on the proposed sale to PAWC (the "Closing"): (A) for residential customers, a flat annual sewer rental charge of \$590 per EDU and (B) for commercial customers, they will be billed bi-annually in one of two ways: (i) a flat rate of \$295 per EDU per billing cycle, or (ii) a metered rate equal to \$0.06045 per cubic foot of water consumption with a minimum fee of \$295 per EDU per billing cycle.

21. Township will file a pro forma tariff that provides for a stepped increase in rates as outlined in this Application in paragraph 20 as its initial base rates for the Applied-For Service Territory.

22. PAWC will request approval to establish its own initial base rates for wastewater service to Applicant's existing customers at Closing as set forth in paragraph 19 hereof.

23. Although customers in the Applied-For Service Territory will be treated the same as customers located in Applicant's geographic boundaries in terms of the initial rates, as

described in paragraph 19, that was not always the case. Applicant previously charged residential customers in the Applied-For Service Territory surcharges in excess of the rates paid for by residential customers within Applicant's geographical boundaries to cover additional operating costs associated with a pump station needed to service those customers.

24. In particular, the customers in the Milestone development in Worcester were required to pay a 20% surcharge in excess of the rates paid for by residential customers within Applicant's geographical boundaries as established by the settlement of the aforementioned litigation captioned: *Bronia Sultanki vs. Board of Supervisors of Towamencin Township and Towamencin Township*, Civil Action No. 1986-03576. The customers in the Hollis Hills development in Worcester Township were charged an annual surcharge of \$290 in excess of the residential rates paid for by customers within Applicant's geographical boundaries. And residential customers in Lower Salford Township were previously charged a \$50 surcharge in excess of the rates paid for by customers within Applicant's geographical boundaries.

25. On May 10, 2023 the Applicant passed Ordinance 23-04 repealing provisions in prior ordinances and resolutions that provided for residential customers outside of Applicant's geographical boundaries to pay any charges above the rates Applicant's residential customers located within its geographical boundaries pay, thereby equalizing the rates for all customers of the System. Ordinance 23-04 is attached and incorporated by reference as **Exhibit J**.

26. The legal standard for the issuance of a certificate of public convenience is that the certificate is necessary or proper for the service, accommodation, convenience, or safety of the public. 66 Pa. C.S. § 1103(a). A certificate of public convenience *nunc pro tunc* for the Applied-For-Territory will bring Applicant into compliance with the Commission's interpretation of the requirements of the Pennsylvania Public Utility Code. Compliance will serve as an example to other municipalities that may find themselves in a similar situation to

that of Applicant. Moreover, customers in the Applied-For Service Territory will benefit from the protection of the Public Utility Code and Commission oversight. These customers will not experience any type of interruption of service. Continued service in the Applied-For Service Territory by Applicant is appropriate from a technical and cost perspective because Applicant has the technical wherewithal to continue to service the Applied-For Service Territory and can do so cost effectively given the proximity of Applicant's sewer lines.

27. At the time of this application, the Towamencin Township Wastewater Treatment Plant operates at 52.3% of its capacity. The remaining Plant capacity is more than sufficient to serve the Applied-For Service Territory for the foreseeable future.

28. Applicant has provided wastewater service for over 50 years and has the requisite technical fitness to continue to provide wastewater service in the public interest.

29. Applicant is financially fit to provide wastewater service in the Applied-For Service Territory, with approximately \$5.7 million in available funds in the sewer account dedicated to its wastewater service.

30. Applicant has a Standard & Poor's credit rating of AA/Stable which indicates that Applicant is financially fit to provide service in the Applied-For Service Territory.

31. As discussed above, Applicant is currently complying with a court order by providing extra-territorial service without a Certificate of Public Convenience. Applicant otherwise has a good compliance history with relevant statutes, regulations, and orders, and is legally fit.

32. To the best of Applicant's knowledge, no corporation, partnership, or individual is furnishing or has corporate or franchise rights to furnish similar service rendered by Applicant in the Applied-For Service Territory, and no competitive condition will be created.

33. Given the Township's history of providing service in the Applied-For Service Territory, and the curative purpose of the within Application, the Applicant requests that all of the requirements of 52 Pa. Code § 3.501 be waived for purposes of this filing.

34. Applicant has determined that PAWC is better qualified to own and operate the wastewater service in the Applied-For Service Territory due to PAWC's industry-leading expertise in providing wastewater management, technical expertise in operating and maintaining wastewater systems, and capacity necessary to finance capital additions and improvements and that the sale of the System to PAWC provides a substantial public benefit. The Applicant and the Authority originally decided to sell the System to NextEra Water Pennsylvania, LLC ("NextEra") pursuant to an Asset Purchase Agreement dated as of June 14, 2022 (the "APA") among the Applicant, the Authority and NextEra for the sale of the System to NextEra. However, several months after the execution of the APA, NextEra decided to withdraw from the wastewater business and sell its Pennsylvania assets to PAWC. Consequently, the Applicant, the Authority, NextEra and PAWC executed an Assignment and Assumption Agreement assigning NextEra's rights and obligations under the APA to PAWC. In addition, and in connection with the transfer of the APA to PAWC, the parties to the APA entered into a First Amendment to APA modifying the purchase price and making certain other changes to the APA.

35. Applicant will continue to provide wastewater service to the Applied-For Service Territory if the Commission approves this application. Upon Closing of the sale, Applicant would abandon service in the Applied-For Service Territory. As noted above, Applicant requests as additional relief herein the approval of the Commission to abandon service to the Applied-for-Service Territory upon Closing of the proposed sale.

36. Applicant will supplement this Application with any additional information the Commission may request.

37. Applicant requests that the Commission issue a Certificate of Public Convenience, *nunc pro tunc*, pursuant to Section 1102(a)(1)(i) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(1)(i), authorizing Applicant to furnish wastewater service in the Applied-For Service Territory.

38. Applicant further requests conditional approval allowing Applicant, upon Closing, to be issued a Certificate of Public Convenience, pursuant to Section 1102(a)(2) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(2), by the Commission allowing Applicant to abandon service in the Applied-For Service Territory.

WHEREFORE, Towamencin Township respectfully requests that the Pennsylvania Public Utility Commission approve this Application and grant a Certificate of Public Convenience, *nunc pro tunc*, permitting Applicant to provide wastewater service in the Applied-For Service Territory and to abandon such service upon the Closing of the proposed acquisition by PAWC.

Respectfully Submitted,



James J. Rodgers, Esq. (PA ID 21635)

Elizabeth Preate Havey, Esq. (PA ID 80793)

Marc A. Feller, Esq. (PA ID 19545)

DILWORTH PAXSON LLP

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Philadelphia, PA 19102

(215) 575-7143

Counsel for Applicant,
Towamencin Township

**COMMONWEALTH OF PENNSYLVANIA
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**IN RE: APPLICATION OF
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BOROUGH, ALL IN MONTGOMERY
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DOCKET A-2023-

VERIFICATION

I, David Kraynik, Township Manager for Towamencin Township, hereby state that the facts set forth in the above-referenced Application are true and correct to the best of my knowledge, information, and belief. I understand that the statements made herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: _____

5/11/23



David Kraynik

EXHIBIT A

LEASE AND SERVICE AGREEMENT

Between

TOWAMENCIN MUNICIPAL AUTHORITY

as Lessor,

and

TOWNSHIP OF TOWAMENCIN,

as Lessee

Dated as of June 30, 2015
Montgomery County, Pennsylvania

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT, made as of June 30, 2015, between TOWAMENCIN MUNICIPAL AUTHORITY, an authority organized and existing under the laws of the Commonwealth of Pennsylvania, as Lessor, (the "Authority"), and the TOWNSHIP OF TOWAMENCIN, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, as Lessee, (the "Township"), both situated in Montgomery County, Pennsylvania:

WITNESSETH:

WHEREAS, the Authority was incorporated on June 12, 1964 under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §§5601-5623, as amended pursuant to ordinances of the Township of Upper Gwynedd ("Upper Gwynedd") and the Township of Towamencin (the "Township, and, together with Upper Gwynedd, the "Townships"); and

WHEREAS, in connection with previous projects, the Authority acquired title to all rights of way, permits and easements required for a system of collector and interceptor sewers in the Townships and has constructed or acquired the collection sewers and interceptor sewers in the Townships; and

WHEREAS, pursuant to a resolution of the Board of the Authority adopted April 6, 2015, agreeing to and approving the withdrawal of Upper Gwynedd from the Authority, and a resolution adopted by the Board of Commissioners of Upper Gwynedd at its meeting of March 25, 2015, Upper Gwynedd has withdrawn from the Authority; and

WHEREAS, the Authority purchased Upper Gwynedd's interest in certain wastewater treatment facilities (the "Authority Facilities") in the Township; and

WHEREAS, the Authority, at the request of the Township, will undertake an authorized project, consisting, *inter alia*, of (i) the acquisition of Upper Gwynedd's interest in the Authority Facilities, including infrastructure, buildings, equipment, and other facilities, and (ii) the acquisition, construction, equipping, renovation and improvement of other wastewater treatment facilities (the "2015 Project"); and

WHEREAS, the Authority, with the approval of the Townships, has undertaken to fund a portion of the costs of the 2015 Project by the issuance of its \$9,300,000 aggregate principal amount Guaranteed Revenue Note, Series of 2015 (the "2015 Note") to be secured under a Loan and Security Agreement, dated as of June 30, 2015 (the "Loan Agreement"), between the Authority and Susquehanna Bank (the "Bank") by, *inter alia*, an assignment of rentals, capital service charges and other amounts payable under this Lease and Service Agreement (the "Lease" or this "Agreement"); and

WHEREAS, to enhance the marketability of the 2015 Note, thereby achieving interest and other savings to the Authority and the Township, the Township has jointly guaranteed payments of the 2015 Notes, and the payment of amounts due under the Lease and the Loan Agreement pursuant to a Guaranty Agreement (the "Guaranty") dated as of June 30, 2015; and

WHEREAS, the Authority wishes to lease the Sewer System to the Township under the below terms and is willing to continue accepting and treating the sanitary sewage and industrial waste originating in the Township under the terms and conditions set forth in this Agreement;

WHEREAS, the parties hereto desire to set forth the terms and conditions under which the sewage collection system and the interceptor sewers exclusively used by the Township shall be leased to the Township.

NOW, THEREFORE, the Authority, as Lessor, and the Township, as Lessee, in consideration of the rentals hereinafter reserved and of the conditions and covenants herein contained do hereby covenant and agree as follows:

DEFINITIONS

Section 1. Capitalized terms used in this Lease and in any Amendment or Supplement hereto hereinafter entered into in accordance with the provisions hereof, shall have the meanings specified in the Loan Agreement, unless the context clearly otherwise requires.

The following terms used in this Lease shall have the following meanings, unless the context clearly requires otherwise:

Capital Service Charge: The term "Capital Service Charges" shall mean the charges of the Authority payable in each year, as ascertained in accordance with Section 3 of this Agreement.

Connection and Sewer Rent Ordinance: The term "Connection and Sewer Rent Ordinance" shall mean the ordinance enacted by the Township, as from time to time amended, requiring the owners of properties to connect with the sanitary sewers of the Sewer System and adopting rates, rules and regulations.

Lease Rental: The term "Lease Rental" shall mean one (1) dollar per year for the duration of this Agreement.

Operating Account: The term "Operating Account" shall mean the separate account established by the Authority under Section 12 of this Agreement.

Operating Expenses: The term "Operating Expenses" shall mean all costs and expenses of the Authority payable during any given period to operate, maintain and repair the Treatment Plant and for the payment of administration expenses, including, without limitation, costs of labor, supplies, materials, power, insurance, professional fees and expenses, and office expenses.

Operating Service Charge: The term " Operating Service Charge" shall mean the Township's proper share of the Operating Expenses of the Authority as ascertained under Section 5, Section 6, and Section 7 of this Agreement and payable thereunder in each year by the Township.

Sewer Funds: The term "Sewer Funds" shall mean the separate funds to be maintained by the Township pursuant to Section 10 and to be applied as provided in Section 11 hereof.

Sewer Pumping Stations: The term "Sewer Pumping Stations" shall mean the pumping and ejector stations used within the Sewer System.

Sewer System: The term "Sewer System" shall mean and include the system of sanitary sewers used from time to time for the collection of the sanitary sewage in the Township and adjoining municipalities and connected to the Treatment Plant, including lateral service connections, collection sewers, interceptor sewers, the Sewer Pumping Stations, and all real property, rights of way and easements or other interests in land owned or held by the Authority in connection with said facilities, all machinery, equipment and other sewer facilities used in connection therewith, and all renewals, replacements, additions, extensions and improvements of any of the foregoing from time to time acquired or constructed by the Authority or by the Township, exclusive, however, of the Treatment Plant.

Township: The term "Township" shall mean the Township of Towamencin, Montgomery County, Pennsylvania, and, as the context may require, the Board of Township Supervisors (in connection with matters requiring action by said Board) or such officers or employees of the Township as are authorized to act for the Township in the premises.

Treatment Plant: The term "Treatment Plant" shall mean the wastewater facility, located in the Township of Towamencin at 2225 Kriebel Road and the Kriebel Road Interceptor, that sewer trunk line extending from the Treatment Plant to Manhole 24 at Valley Forge Road (UT Trunk) and the portion of the Turnpike Trunk sewer (UT-6) located in Towamencin Township from MH 14 to MH 30 along the Turnpike.

LEASE OF SEWER SYSTEM

Section 2. The Authority, as Lessor, in consideration of the rentals and covenants herein contained does hereby demise and let the Sewer System unto the Township, as Lessee,

TO HAVE AND TO HOLD the same unto the Township for a term of approximately twenty (20) years commencing June 30, 2015 and ending June 1, 2035.

CAPITAL SERVICE CHARGE

Section 3. The Township covenants and agrees to pay to the Authority or its assigns in each year of this Lease commencing in December 2015 and ending with the installment payable June 1, 2035, out of the revenues and receipts of the Sewer System; out of fines and penalties imposed and collected under its Connection and Sewer Rent Ordinance and out of any other current revenues of the Township which may be lawfully applied to such payment, the Capital Service Charges. The Capital Service Charge for each year commencing with the year 2015 shall be the amount required to be paid in accordance with the terms of the Revenue Note and the Guaranty Agreement. Said payments will be made by the Township to the Authority semi-annually on June 1st and December 1st.

PAYMENT OF LEASE RENTAL

Section 4. The Township agrees to pay out of the moneys in the Sewer Funds the Lease Rental payable on or before June 1 of each year under this Agreement. The Township agrees to operate, maintain and repair the Sewer System with the costs paid from the Sewer Funds.

OPERATING SERVICE CHARGE

Section 5. The Operating Service Charge shall be the amount necessary to fund the annual operating budget of the Authority.

On or before November 15 of each year the Authority shall prepare and submit to the Township a proposed operating budget of the Authority for the succeeding year which shall set forth all Operating Costs in such detail.

If the Township shall, on or prior to December 1 of each year, take exception in writing to such proposed budget or any item therein, the Authority shall, in good faith, consider such exception and make such recommended modification or correction as may be possible in the judgment of the Authority consistent always with the Authority's covenants to operate, maintain and repair the Treatment Plant as set forth in this Lease and Service Agreement. On or prior to December 15 of such year, the Authority shall adopt such proposed budget, with such modifications as the Authority shall deem proper, as the operating budget for the succeeding year and shall transmit a copy thereof to the Township.

PAYMENT OF OPERATING SERVICE CHARGE

Section 6. The Operating Service Charge shall be paid by the Township in equal quarterly installments on January 15, April 15, July 15, and October 15 of each year. The Township agrees that the first payment under this Agreement shall be due on or before July 15, 2015.

ADJUSTMENT OF OPERATING SERVICE CHARGE

Section 7. The actual Operating Expenses of the Authority shall be determined at the time of the annual audit of the books of the Authority.

Any difference between such actual Operating Expenses and the amount paid by the Township as the Operating Service Charge during the audited year shall cause either a credit or a debit, as appropriate, in the amount to be paid for the subsequent year.

SUBDIVISION/LAND DEVELOPMENT ADMINISTRATION

Section 8. The Township shall administer all subdivision/land development activities including establishing capacity requirements for projects, collection of fees, Act 537 planning module reviews, and plan reviews. The Authority shall provide Pennsylvania Department of Environmental Protection ("PADEP") Chapter 94 capacity certification reviews as per PADEP requirements.

SEWER PUMPING STATIONS

Section 9. The Authority covenants and agrees to operate, maintain, and repair the Sewer Pumping Stations at the request of the Township. The Authority agrees to provide monthly bills to the Township reporting the operating expenses incurred on operating the Sewer Pumping Station. The Township agrees to pay such operating expenses and associated capital costs.

SEWER OPERATING AND SEWER CAPITAL FUNDS

Section 10. The Township agrees to collect with all due dispatch all sewer rents and charges imposed by it under its Connection and Sewer Rent Ordinance. The Township agrees to maintain all such sewer revenues in segregated funds, designated as the Sewer Fund and/or the Sewer Capital Fund, to be maintained separate and apart from all other funds of the Township.

DISBURSEMENT OF SEWER REVENUES

Section 11. The money from time to time on deposit in the Sewer Funds shall be disbursed by the Township for the following purposes:

(a) To pay the semi-annual installments of the Capital Service Charges;

(b) To pay the quarterly installments of the Operating Service Charges;

(c) To pay, or reimburse the Township for, Operating Expenses;

(d) To pay the annual Lease Rental;

(e) To pay, or reimburse the Township for, the cost of such extensions, additions and improvements to the Sewer System (undertaken by the Township, at its expense) as may be desirable to maintain adequate service; to pay, or reimburse the Township for, all or any part of the cost of other capital additions; to pay, or reimburse the Township for, the cost of sewer service lines to serve additional property owners; and to pay refund obligations under extension agreements entered into by the Authority or the Township pursuant to the Loan Agreement or this Lease.

If the Township shall construct extensions to the collection sewers within the Township and shall impose assessments against properties benefitted or shall enter into agreements with property owners to make payments in lieu of assessments, the Township shall be reimbursed under subsection (e) above only for the net costs of such extensions (that is after deducting the aggregate collection of the assessments and payments in lieu of assessments), except to the extent that the Township shall agree to deposit assessments and such payments as and when collected in the Sewer Fund as other revenues and receipts of the Sewer System under clause (c) of Section 10 and shall make such deposits as and when assessments and payments are collected.

AUTHORITY OPERATING ACCOUNT

Section 12. The Authority covenants and agrees to maintain with one or more banks or trust companies an account separate from all other accounts of the Authority to be known as the Operating Account. The Authority shall deposit in the Operating Account all payments of Operating Service Charges made by the Township under this Agreement and amendments hereto, the interest and profits on all investments of the Operating Account, and such other moneys or revenues of the Authority. The moneys and investments on deposit in the Operating Account shall be applied by the Authority only for the payment of Operating Expenses.

COVENANT AGAINST PRIOR LIENS

Section 13. The Township covenants and agrees that during the entire term of this Lease it will not create any charge on the revenues of the Sewer System prior to its obligations under Sections 3, 4, 5, and 10.

COMPLIANCE WITH LAW

Section 14. The Township covenants and agrees that it will at all times comply with all applicable requirements of the laws of the Commonwealth and with all applicable lawful requirements of the Department and of any other agency, board or commission created under the laws of the Commonwealth or of any other duly constituted public authority with respect to the Sewer System, or with respect to the sewer rents and charges imposed.

AMENDMENTS AND SUPPLEMENTS

Section 15. If the Authority shall require additional funds to complete construction of the 2015 Project and shall issue Indebtedness for such purpose, the Township covenants and agrees to execute such an Amendment to this Lease, and if an increase in the sewer rents is required, to amend its Connection and Sewer Rent Ordinance, putting the necessary increase into effect. If the Authority shall also issue Indebtedness to acquire, construct or complete capital additions approved by the Townships or to refund Notes, it shall likewise execute such Amendments as may be required and shall amend its Connection and Sewer Rent Ordinance as required.

FAILURE TO PAY RENTALS AND OTHER DEFAULTS

Section 16. If the Township shall fail to pay any installment of Capital Service Charges payable under this Lease or under any Amendment hereto, within sixty (60) days after the same shall become due, or shall fail to comply with any other of its covenants or agreements in this Lease or in any Amendment, for a period of sixty (60) days after written notice from the Authority or its attorney, the Authority or its attorney may, in addition to other remedies available to the Authority at law or in equity, without further notice terminate this Lease and take possession of the Sewer System and each and every part thereof. If the Authority shall be entitled to terminate this Lease upon default of the Township as aforesaid, the Bank, or any successor bank appointed pursuant to the Authorities Act by the owners of the Notes issued under the Loan Agreement, or any receiver appointed pursuant to said Act, may as attorney-in-fact of the

Authority exercise all of its rights to terminate this Lease as above provided and may take possession of the Sewer System. In the event that this Lease shall be terminated as above provided the Township shall surrender all its books and records relating to the Sewer System to whomever shall take possession thereof.

MISCELLANEOUS

Section 17. If the designation in this Lease of any fund, account, individual or other defined term shall duplicate or tend to cause confusion with a similar fund, account, individual or defined term in or referred to in any other Lease or Service Agreement, or other contract or document to which the Township is a party, the designations herein may be amended by adding thereto such qualifying word or figure as may be necessary or desirable to eliminate such duplication or confusion.

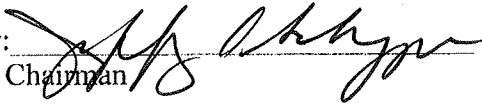
The terms and provisions of this Lease shall prevail over any prior agreement relating to the Sewer System.

TERMINATION OF LEASE

Section 18. When all the Notes by the Authority under the Loan Agreement and any other indebtedness of the Authority secured by lease payments hereunder, shall have been paid in full or due provisions for such payment made, the Township upon written notice to the Authority may terminate this Lease.

IN WITNESS WHEREOF, Towamencin Municipal Authority, as Lessor, and the Township of Towamencin, as Lessee, have caused this Lease and Service Agreement to be duly executed as of the day and year first above written.

TOWAMENCIN MUNICIPAL
AUTHORITY

By: 
Chairman

(SEAL)

Attest: 
Secretary

TOWNSHIP OF TOWAMENCIN

By: _____
Chairman, Board of
Supervisors

(SEAL)

Attest: _____
Township Secretary

[Signature Page to the Lease and Service Agreement]

IN WITNESS WHEREOF, Towamencin Municipal Authority, as Lessor, and the Township of Towamencin, as Lessee, have caused this Lease and Service Agreement to be duly executed as of the day and year first above written.

TOWAMENCIN MUNICIPAL
AUTHORITY

By: _____
Chairman

(SEAL)

Attest: _____
Secretary

TOWNSHIP OF TOWAMENCIN

By: 
Chairman, Board of
Supervisors

(SEAL)

Attest: 
Township Secretary

[Signature Page to the Lease and Service Agreement]

ASSIGNMENT


KNOW ALL MEN BY THESE PRESENTS, that the Towamencin Municipal Authority, an authority organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania (hereinafter called the Authority), does hereby assign, transfer and set over unto Susquehanna Bank as Note Purchaser under a certain Loan and Security Agreement dated as of June 30, 2015, and its successors in said trust, all its right, title and interest in and to the foregoing Lease dated as of June 30, 2015 between the Authority and the Township of Towamencin, together with all rentals payable thereunder, and all rentals which may be payable under any and all amendments and supplements to said Lease, to have and to hold said rentals and to apply the same in accordance with said Loan and Security Agreement.

IN WITNESS WHEREOF, the Towamencin Municipal Authority has caused this assignment to be duly executed this 30th day of June, 2015.

TOWAMENCIN MUNICIPAL
AUTHORITY

By: 
Chairman

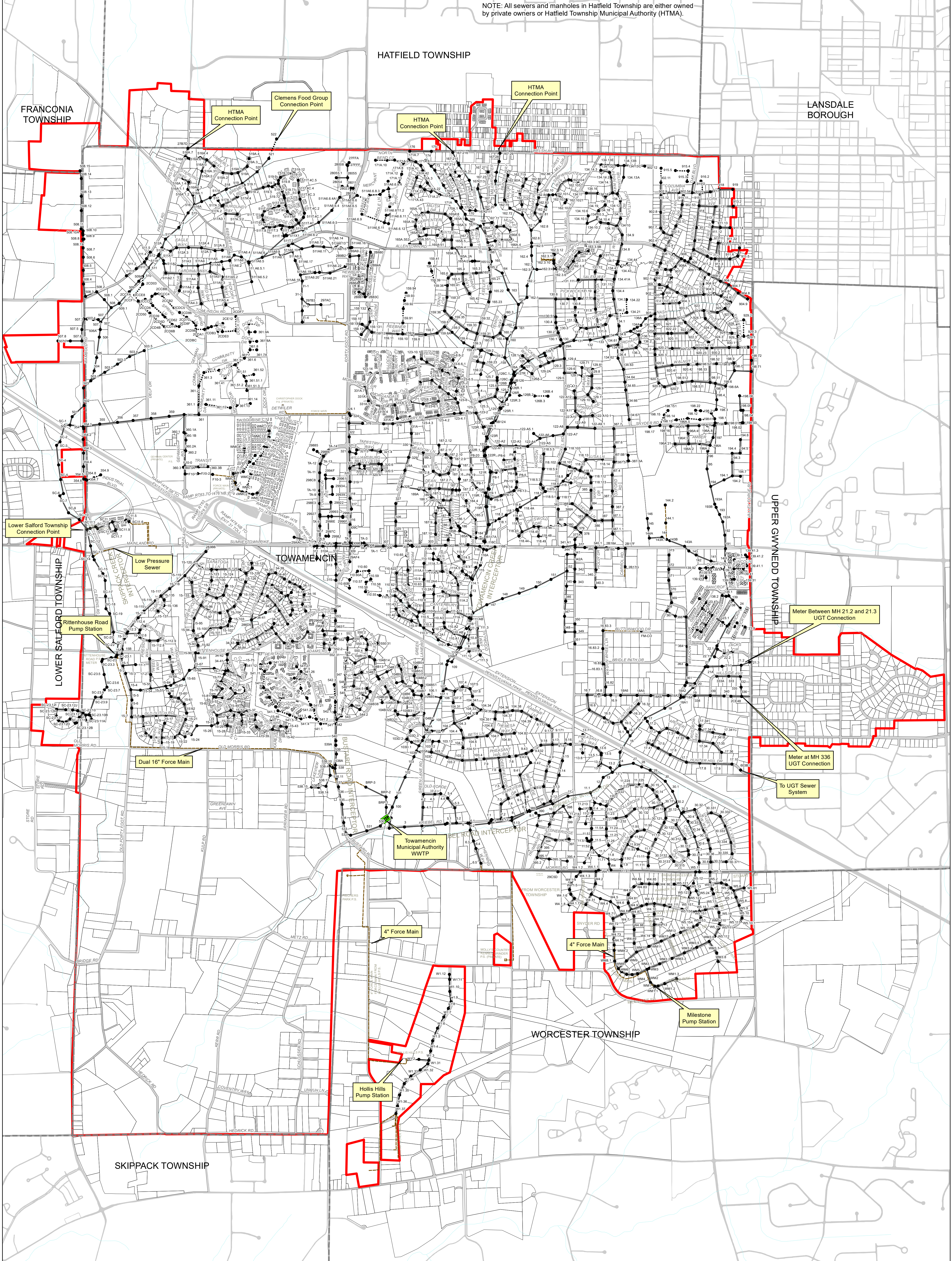
(SEAL)

Attest: 
Secretary

[Signature Page to the Assignment of the Lease and Service Agreement]

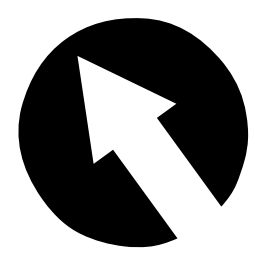
EXHIBIT B

NOTE: All sewers and manholes in Hatfield Township are either owned by private owners or Hatfield Township Municipal Authority (HTMA).




Legend

- Sanitary Manholes
- ✱ Discharge Location
- Effluent Sanitary Mh/ Junction Box
- Collector Laterals (Private)
- Effluent Sanitary Sewer
- Force Main
- Sanitary Sewers (Private)
- Sanitary Sewers
- Hydrology
- ▭ Sewer Service Area



TOWAMENCIN TOWNSHIP
SANITARY SEWER
SERVICE AREA MAP

TOWAMENCIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA



GILMORE & ASSOCIATES, INC.
 ENGINEERING & CONSULTING SERVICES
 65 EAST BUTLER AVENUE NEW BRITAIN, PA 18901-5106 - (215) 345-4330 - www.gilmore-assoc.com

JOB NO: 22-01077 DATE: JANUARY 2023




EXHIBIT C

TOWAMENCIN TOWNSHIP

RESOLUTION NO. 89-12

MILESTONE SANITARY SEWER DISTRICT
IN WORCESTER TOWNSHIP

WHEREAS, Towamencin Township entered into a Stipulation and Settlement of Case with Bronia Sultanik in accordance with the Montgomery County, Pennsylvania, Court Order, dated March 30, 1987, to provide sanitary sewer service to a tract of land in Worcester Township, commonly known as Morris Valley Farms and renamed "Milestone" by the project developer; and

WHEREAS, said Settlement Agreement permits the Township to establish a separate sanitary sewer district for the property in Worcester Township and requires each occupied residence in said district to pay Towamencin Township a twenty percent (20%) surcharge in excess over the annual sewer treatment rates and charges calculated on the same basis as other districts in the Township; and

WHEREAS, said sewer district, as referenced above, is outside *
Towamencin Township, thereby creating certain additional administrative costs and expenses and other review procedures that are beyond as normally anticipated throughout the rest of the current system and other sewer district.

NOW, THEREFORE, be it resolved by the Township Board of Supervisors the following:

1. The Milestone Sanitary Sewer District, consisting of 277 single residential lots in Worcester Township, as

shown on the Plans for Morris Valley Farms, originally dated December 20, 1985, which are herein incorporated by reference, prepared by Urwiler & Walter, Inc., is hereby established.

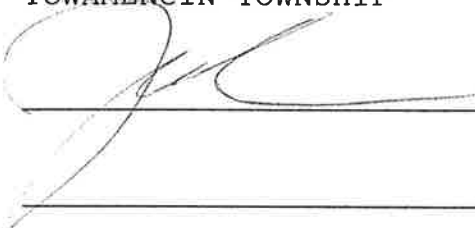
2. Said District shall be bound by all rules, regulations, ordinances and resolutions of Towamencin Township that are applicable to Towamencin ratepayers and to ratepayers of other sewer districts established by Towamencin Township.
3. Each residence in said District shall pay an annual sewer rental fee equal to 120% of the fee paid by a Towamencin Township ratepayer or by a ratepayer in another sewer district established by the Township, whichever is greater.
4. Said sewer rentals shall be billed in a manner and time frame similar to other sewer rental ratepayers utilizing the Towamencin sanitary sewer system.
5. Township agrees to operate and maintain sanitary sewer facilities, including the pump station, in accordance with said Settlement Agreement. Said Agreement specifically permits Township to collect funds from the project developer for a period of 18 months from date of dedication of sanitary sewer facilities to operate and maintain sewer lines and pump station.
6. The Township may assign the operation and maintenance of the pump station to the Upper Gwynedd/Towamencin Municipal Authority, in accordance with procedures similar to those previously established for the Wambold Road

and Skippack Creek Pump Stations.

7. The collection and nonpayment of the fees, as set forth herein, shall be in accordance with general municipal lien law and the Second Class Township Code, as last amended, including, but not limited to, the right to lien for nonpayment of said services.

RESOLVED, this 22nd day of February 1989.

BOARD OF SUPERVISORS OF
TOWAMENCIN TOWNSHIP



Attest:



EXHIBIT D

TOWAMENCIN TOWNSHIP

ORDINANCE NO. 89-7

HOLLIS HILLS SANITARY SEWER DISTRICT IN WORCESTER TOWNSHIP

WHEREAS, the Pennsylvania Department of Environmental Resources has granted a revision to the Worcester Township Official Sewage Facilities Plan for adequate sewage facilities planning to permit the development of thirty (30) residential units on the Hollis tract project located on the east side of Bustard Road, 4,000 feet north of the intersection of Bustard Road and Route 73, which such project will generate 9,600 gallons of sewage per day to be treated at the Upper Gwynedd-Towamencin Municipal Authority's sewage plant; and

WHEREAS, the developer of the Hollis tract has agreed that Towamencin Township (the "Township") may establish a separate sanitary sewer district for the Hollis tract which is located in Worcester Township requiring each occupied residence in said sewer district to pay Towamencin Township a \$290 surcharge in excess over the annual sewer treatment rates and charges calculated on the same basis as other districts in the Township; and

WHEREAS, said sewer district as referenced above is outside Towamencin Township, thereby creating certain additional administrative costs and expenses and other review procedures that are beyond those that are normally anticipated throughout the rest of the current system and other sewer districts.

NOW THEREFORE, be it ordained by the Township Board of Supervisors that following:


1. The Hollis Hills Sanitary Sewer District, consisting of thirty (30) single family residential lots in Worcester Township, as shown on the plans for Hollis Hills originally dated February 15, 1988, as amended, prepared by Momenee-King Associates, incorporated herein by reference, is hereby established.
2. Said District shall be bound by all rules, regulations, ordinances and resolutions of Towamencin Township that are applicable to Towamencin Township rate payers.
3. Each residence in said District shall pay an annual sewer rental fee equal to the fee paid by a Towamencin rate payer plus \$290.
4. Said sewer rentals shall be billed in a manner and time frame similar to other sewer rental rate payers utilizing the Upper Gwynedd-Towamencin Sewer System.
5. Township agrees to operate and maintain sanitary sewer facilities located in the Hollis Hill development.

6. The Township may assign the operation and maintenance of the pump station to the Towamencin-Upper Gwynedd Municipal Authority in accordance with procedures similar to those previously established for the Wambold Road and Skippack Creek pump stations.

7. The collection and payment of fees as set forth herein and procedures pertaining to the nonpayment thereof shall be in accordance with general municipal lien law and the Second Class Township Code, as last amended, including but not limited to the right to lien for nonpayment.

ORDAINED and ENACTED this 26th day of July, 1989.

BOARD OF SUPERVISORS
TOWAMENCIN TOWNSHIP


Michael J. Becker, Chairman

ATTEST:

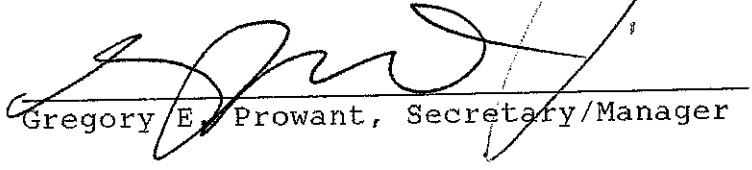

Gregory E. Prowant, Secretary/Manager

EXHIBIT E

jsm080889

TRANSPORTATION AND TREATMENT CAPACITY AGREEMENT

THIS AGREEMENT, made this 16th day of *September*, 1989 between TOWAMENCIN TOWNSHIP (hereinafter "Township"), the UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY (hereinafter "Authority"), LOWER SALFORD TOWNSHIP AUTHORITY (hereinafter "LSTA") and LOWER SALFORD TOWNSHIP (hereinafter "LST");

W I T N E S S E T H :

WHEREAS, Township is a body corporate and politic, organized and existing under the provisions of the second-class township code, and leases from Authority a sanitary sewer collection system and appurtenances thereto; and

WHEREAS, Authority is a municipal corporation, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, which owns and operates a sanitary sewage treatment plant and Skippack Creek Pumping Station located within Township; and

WHEREAS, LSTA is a municipal corporation organized and existing under the provisions of the Pennsylvania Municipality Authorities Act which desires to purchase transportation and treatment capacity in the collection system, treatment plant and Skippack Creek Pumping Station located within Township; and

WHEREAS, LST is a body corporate and politic, organized and existing in accordance with the provisions of the second-class

08/08/89 

township code, which is responsible for enacting Ordinances and Resolutions relating to the method in which sanitary sewer service will be provided within LST to LSTA customers; and

WHEREAS, LSTA is desirous of connecting to Township's collection system and obtaining capacity in Authority's plant; and

WHEREAS, the parties are desirous of setting forth the terms and conditions under which LSTA will purchase transportation and treatment capacity from Township and Authority.

NOW, THEREFORE, in consideration of the premises contained herein, and intending to be legally bound hereby, the parties agree as follows:

SECTION 1 - DEFINITIONS

Average Daily Flow means the arithmetic mean of daily flow measurements taken over a calendar month.

Capacity means the amount of sewage flow available for use by LSTA in the collection system leased by Township and the Plant owned and operated by Authority. Capacity shall be measured by using a three (3) month maximum running average.

Collection System means the entire system of sewer pipes and all related facilities within the jurisdiction of each party referred to which are designed, constructed and used to transport Domestic Sewage and/or Industrial Waste (collectively herein called "Sewage") to the Plant.

Consulting Engineer means an engineer or engineering firm, registered and qualified to pass on sewage engineering

questions, employed from time to time by the party to whom reference is made in connection with such term.

Domestic Sewage means sewage waste consisting of the normal, water-carried, household and toilet waste from residences, business buildings and institutions.

Equivalent Dwelling Units (EDU) - Two Hundred and Eighty (280) gallons per day of sewage flow and BOD and suspended solid levels not exceeding two hundred and fifty (250) mg/l.

Operations, Maintenance and Administration Charges means, in respect of a particular period of time, all costs and expenses necessarily incurred by Authority in connection with the operation, administration, and maintenance of the Skippack Creek Pumping Station and the metering facility constructed for the purpose of measuring flows from the LSTA system to the Township system which are properly chargeable thereto under sound municipal accounting practices.

Plant means the Sanitary Sewage Treatment Plant owned and operated by Authority located within Township from which LSTA desires to purchase capacity.

Sewage means a substance that contains the waste products or excrement or other discharge from the bodies of human beings or animals and noxious or deleterious substances being harmful or inimical to the public health, or to animal or aquatic life, or to the use of water for domestic water supply or for recreation, or which constitutes pollution under the Clean Streams Law.


Skippack Creek Pumping Station means a recently constructed facility located at the intersection of Rittenhouse and Old Forty Foot Roads in Township which receives and subsequently transports sewage through Township's collection system to Authority's Plant.

SECTION 2 - PURCHASE OF CAPACITY

A. Subject to the terms and conditions set forth herein, Township and Authority hereby agree to sell and LSTA agrees to purchase 500,000 gallons per day of capacity (1,786 EDU's) in Township's collection system and Authority's Skippack Creek Pumping Station and Treatment Plant. It is understood that capacity is not guaranteed by the Authority until such time as the appropriate payment is made. It is anticipated that capacity will be drawn down by Lower Salford on an EDU basis as follows:

- (i) Five Hundred and Thirty-six (536) EDU's immediately upon execution of this Agreement;
- (ii) An additional Five Hundred and Thirty-five (535) EDU's within two years of the date of this Agreement; ^{2,750,000}
- (iii) An additional Seven Hundred and Fifteen (715) EDU's within ten years of the date of this Agreement.

B. LSTA agrees to provide Township and Authority with at least thirty (30) days written notice prior to its intention to draw down EDU's under this Agreement. The rights of LSTA to purchase capacity under this Agreement shall expire when the first of the following events shall occur:

08/08/89 

(i) The expiration of ten years from the date of this Agreement;

(ii) Sixty (60) days after receiving written notice from Authority that three months' maximum running average flows at the Plant have reached 5.5 m.g.d. LSTA will forfeit the right to purchase capacity under this Agreement as to any EDU's for which payment has not been made prior to the occurrence of either of the aforesaid events.

C. The parties recognize that certain weather conditions will influence flows into the system. LSTA shall be entitled to the same relative increase in flows, ie., the same ratio of wet weather to average daily dry weather flows, as experienced by the Treatment Plant. Peak flows from the LSTA system in excess of the ratio will not be permitted.

SECTION 3 - PAYMENT OF PURCHASE PRICE

LSTA agrees to pay Township a connection fee of Nine Hundred and Twenty Dollars (\$920.00) for each EDU of capacity purchased. LSTA agrees to pay Authority a capital contribution of Three Thousand Nine Hundred Dollars (\$3,900.00) for each EDU of capacity purchased. Payment for 536 EDU's shall be made to Township and Authority within ninety (90) days following DER 537 Plan approval and issuance of the permit authorizing the tie-in. Payment for the additional EDU's contemplated by this Agreement shall be made within sixty (60) days after LSTA provides Township and Authority with written notice of LSTA's intention to purchase same.

SECTION 4 - ADJUSTMENT OF PURCHASE PRICE

Because LSTA is not immediately paying in full for the capacity it is purchasing pursuant to this Agreement, Township and Authority have the right to adjust the purchase price to LSTA to an amount equal to the connection fee or capital contribution being charged to residents of Township. Township and Authority agree to provide sixty (60) days written notice to LSTA of the date on which the purchase price will be adjusted. Upon receipt of notice, and prior to the price adjustment date, LSTA shall have the option to pay for some or all of the EDU's at the price in effect prior to the purchase price adjustment date. Any EDU's for which no payment has been made on or before the tenth anniversary date of this Agreement or sixty (60) days after receiving notification from the Authority that three month maximum running average flows at the Plant have reached 5.5 m.g.d., whichever occurs first, shall be forfeited.

SECTION 5 - LSTA CONNECTION

Township, Authority and LSTA agree that LSTA shall be permitted to connect to Township's Collection System at a point adjacent to LSTA's Mainland Pumping Station. Township and Authority agree to provide, at no cost to LSTA, those easements or rights-of-way necessary to allow the LSTA connection. LSTA agrees to provide Township and Authority Engineers with Plans for the proposed connection which shall be subject to said Engineers' approval, which shall not be unreasonably withheld.

SECTION 6 - MEASURING FLOWS

The parties agree that sewage flows will be measured by a sewage flow meter, with recording and totalizing elements, which along with appropriate sampling devices, will be installed at or near any point of LSTA's connection to Township's system. The meter, meter pit and meter chamber shall be designed, constructed and installed by LSTA, at its sole expense, subject to Township and Authority Engineers' approval, which shall not be unreasonably withheld. Authority will obtain certifications and calibrations of the meter. The Authority will operate and maintain the meter. LSTA has the right to inspect the meter pit at all times, and Authority will provide copies of flow charts to LSTA.

The parties agree that the flow metering device will be maintained in a satisfactory state of repair at all times in order to ensure that an accurate record of the flow from the LSTA's collection system is maintained. Authority will cause the meter to be calibrated annually, or as reasonably necessary to maintain the accuracy of the meter, by a person or firm capable of certifying the meter calibration in question. A copy of the certified calibration report shall be provided to Township and LSTA. The costs of operating and maintaining the meter pit and metering device, including the costs of calibration, shall be borne solely by LSTA.

In the event of a malfunction of any meter, the parties will agree upon an estimated flow during the period of

malfunction. All meter readings will be adjusted, as agreed by the parties, based upon rainfall data and peaking factors.

SECTION 7 - TREATMENT AND PUMP STATION CHARGES

LSTA agrees to pay Authority treatment charges equal to the non-residential sewer rental rate in effect, from time to time, in Township. The current rate is Two Dollars (\$2.00) per thousand gallons of flow. In addition, LSTA agrees to pay Authority a pro-rata cost of the operation and maintenance charges of the Skippack Creek Pump Station. LSTA's costs shall be determined by multiplying the actual operations and maintenance costs by a fraction where the LSTA flow is the numerator and the total flow to the pumping station is the denominator.

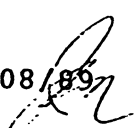
Never saw figure

How broke down by UGT

SECTION 8 - EXCESS FLOWS

LSTA shall be permitted to discharge Average Daily Flows equal to the number of EDU's for which connection fees and capital contributions have been paid. If LSTA Average Daily Flows reach ninety percent (90%) of the capacity for which it has paid, LSTA agrees to either purchase additional capacity pursuant to this Agreement, under take negotiations to purchase additional capacity, submit a plan for inflow/infiltration identification and reduction (if conditions dictate) or submit a Plan indicating how the balance of capacity will be utilized to assure Township and Authority that the LSTA capacity will not be exceeded.

In the event LSTA exceeds its permissible Average Daily Flow due to inflow and infiltration problems which could be cost



effectively resolved but for the refusal of LSTA to do so, and the parties cannot agree to an alternate method of resolving the excessive flow problem, UGTMA shall have the right to either (a) undertake the required repairs and invoice LSTA for the cost of same; or (b) assess LSTA additional capital contribution and connection fees for the number of EDU's by which LSTA exceeds its permissible capacity.

SECTION 9 - COLLECTION SYSTEM

The design, location and area of service of each party's Collection System shall remain and be wholly within its own discretion and control. Each party agrees that it will operate its Collection System continuously in compliance with all present or future laws and governmental regulations, will maintain the same in a state of good repair, and will make all renewals, replacements and ordinary improvements necessary to maintain adequate service.

SECTION 10 - ENACTMENT OF ORDINANCES, RESOLUTIONS AND REGULATIONS

LST agrees that it will enact an Ordinance which contains provisions at least as stringent as Township Ordinance 84.6 and subsequent updates thereto relating to sewage pretreatment, sewage surcharges, prohibition of the discharge of certain substances into the Collection System, and prohibition of the discharge of any sewage prohibited by any regulation of the Pennsylvania Department of Environmental Resources, the United States Environmental Protection Agency or any applicable state, federal or other regulatory body. LST and LSTA agree that

Authority shall be delegated enforcement ability with regard to enforcement of sewage pretreatment matters and shall be permitted to bill any strength surcharges directly to LSTA customers discharging to the system tributary to Authority's Treatment Plant.

LST and Township agree that they will adopt appropriate Amendments to their respective 537 Plans to allow for the acquisition of capacity by LSTA contemplated by this Agreement. LST agrees to provide Authority with copies of all Planning Modules approved by LST which will result in the discharge of flows to Authority's Treatment Plant. LSTA agrees to provide Authority with copies of all sewer connection permit which will result in the discharge of flows to Authority's Treatment Plant. All parties agree to adopt those Regulations and Resolutions which are required to give effect to the terms and conditions of this Agreement. Prior to submitting any 537 Plan Amendments, Revisions or Supplements which will affect the physical facilities tributary to the interconnection with Township's system to DER, LST agrees to provide same to Township and Authority for their review and comment.

SECTION 11 - EXAMINATION OF RECORDS AND FACILITIES

The physical facilities of the interconnection and the Authority's records of the operation of same shall be open and available at all reasonable times to LST and LSTA as well as to its agents, employees and representatives. Each party may examine and inspect the other's facilities and records relating to the interconnection, and Authority may make periodic tests and

measurements of sewage quality and flow in and from the LSTA Collection System tributary to the interconnection. Each party shall provide any relevant information requested by the other party.

SECTION 12 - ARBITRATION

Any disputes arising under this Agreement in connection with the construction or interpretation of the Agreement or the performance or breach of any term or condition of this Agreement may be submitted to arbitration by either party filing a written demand with the other party and with the President Judge of the Court of Common Pleas of Montgomery County. The President Judge, upon the request of either party, shall select one Arbitrator to hear and decide any said dispute or disputes. The decision of the Arbitrator shall be binding upon the parties. The Arbitrator's fees and costs shall be borne equally by each party. In the event the President Judge of the Common Pleas of Montgomery County refuses to appoint an Arbitrator, the parties agree to submit the matter to the American Arbitration Association for resolution in accordance with the Expedited Procedures of Construction Arbitration as set forth in the Construction Industry Arbitration Rules of the American Arbitration Association.

SECTION 13 - SEVERABILITY

Should any one or more of the provisions of this Agreement for any reason be held illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Agreement; and this Agreement shall in such

circumstances be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 14 - INTEGRATION

This Agreement contains the entire Agreement between the parties; there are no agreements, representations, warranties, oral or written, in existence which are separate and apart from this Agreement.

SECTION 15 - TERM OF AGREEMENT

This Agreement shall remain in effect for a period of one hundred (100) years from the date hereof, at which time it will renew itself for successive five (5) year periods. Either party to this Agreement may give notice of termination to the other party by providing written notice thereof at least six (6) months prior to the expiration of any then-current term of this Agreement.

SECTION 16 - COUNTERPARTS TO BE EFFECTIVE

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and be effective as an original, but all of which together shall constitute but one and the same instrument.

SECTION 17 - APPLICABLE LAW AND BINDING EFFECT

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and it shall be binding upon the successors and assigns of the parties hereto.

SECTION 18 - AMENDMENTS

Any modifications to this Agreement must be in writing with duplicate originals being executed by all parties hereto.

SECTION 19 - EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective as of the day and year first above written, which shall be the date that the last subscribing party executes this document.

IN WITNESS WHEREOF, the parties hereto have caused the due execution and attestation hereof by their respective duly authorized officers.

TOWAMENCIN TOWNSHIP

By: _____

Attest: _____

UPPER GWYNEDD-TOWAMENCIN
MUNICIPAL AUTHORITY

Attest: _____

LOWER SALFORD TOWNSHIP

By: _____

Attest: Louise Romanowski

LOWER SALFORD TOWNSHIP AUTHORITY

By: Floyd L. Landis, V Ch

Attest: Norman Bergley

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("hereinafter Modification") is made on this *24th* day of *August*, 1994, by and among **TOWAMENCIN TOWNSHIP** (hereinafter "Township"), **THE UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY** (hereinafter "Authority"), **LOWER SALFORD TOWNSHIP AUTHORITY** (hereinafter "LSTA") and **LOWER SALFORD TOWNSHIP** (hereinafter "LST").

BASIS OF AGREEMENT

A. On September 18, 1989, the parties to this Modification entered into a Transportation and Treatment Capacity Agreement (hereinafter "Agreement").

B. The Agreement provided for LSTA to purchase up to 500,000 gallons of capacity in Township's sewage collection system (hereinafter "Collection System") and Authority's Skippack Creek Pumping Station (hereinafter "Pumping Station") and sanitary sewage treatment plant (hereinafter "Treatment Plant").

C. In accordance with the Agreement, LSTA has paid for 150,000 gallons per day of capacity in the Collection System, Pumping Station and Treatment Plant.

D. LSTA intends to construct its own sanitary sewage treatment plant (hereinafter "New Plant"), but it is in need of purchasing additional capacity in the Collection System, Pumping Station and Treatment Plant on a temporary basis.

E. Township and Authority have agreed to sell additional capacity to LSTA on the terms and conditions set forth in this Modification.

F. All parties agree that to the extent that the Agreement contains terms and conditions which are inconsistent with this Modification, the terms and conditions of the Agreement must be modified.

NOW, THEREFORE, for the consideration set forth in this Modification and intending to be legally bound hereby, the parties mutually promise and agree as follows:

1. Purchase of Capacity - Township and Authority agree to sell and LSTA agrees to purchase 100,000 gallons per day of temporary additional capacity in Township's Collection System and Authority's Pumping Station and Treatment Plant for a minimum term of two (2) years and a maximum term of six (6) years from the date of this Modification. LSTA's right to use this temporary additional capacity shall terminate with the immediate secession of flows greater than the monthly average daily flow and daily peak flow which LSTA has purchased pursuant to the Agreement or this Modification upon the sooner of: a) six (6) years from the date of this Modification or b) six (6) months after Authority receives written notice from LSTA that LSTA is making its last semi-annual payment pursuant to this Modification.

2. Option to Purchase Capacity - In the event LSTA is not able to construct its New Plant within five (5) years and nine (9) months from the date of this Modification, LSTA shall have ninety (90) days thereafter within which to advise Authority and Township of the amount of additional capacity in the Collection

System, Pumping Station and Treatment Plant LSTA desires to purchase on a permanent basis. LSTA shall have the right, but not the obligation, to purchase up to 350,000 gallons (1,250 EDUs) on a permanent basis at the Township's then-current connection fee and Authority's then-current tapping fee if such capacity is available. All semi-annual payments made for temporary additional capacity shall be credited against the purchase price for permanent additional capacity. The provisions of this Paragraph shall constitute LSTA's sole right to purchase additional permanent capacity and shall render paragraphs 2A and 2B of the Agreement null and void and without further force and effect.

3. Previous Excess Flows - UGTMA contends that LSTA has, from time to time in the past, exceeded the flows to which LSTA is entitled pursuant to the Agreement. UGTMA asserts that there were overages in May and November of 1990, December of 1991, June, November and December of 1992 and January, March, April, September, November, and December of 1993 and January of 1994 resulting in excess flows of 32,127,000 gallons. In settlement of all claims relating to these excess flows, LSTA agrees to pay Authority the per diem per gallon charge subsequently set forth in this Modification for each of the aforesaid gallons of excess flow. LSTA further agrees to pay Authority the per diem per gallon charge for each gallon of excess flow generated between February 1, 1994 and the date of execution of this Agreement by all parties.

4. Excess Flows - LSTA shall be entitled to discharge monthly average daily flows of 250,000 gallons and shall be permitted to discharge daily peak flows of 750,000 gallons per day. Upon termination of its right to use temporary additional capacity pursuant to this Modification, LSTA shall be entitled to discharge monthly average daily flows equal to the amount of gallons it has permanently purchased and shall be permitted to discharge daily peak flows of three times the amount of capacity permanently purchased. Flows greater than this shall be deemed excess and subject to the per diem charge per gallon subsequently set forth in this Modification. Should excess flows result in any calendar month, LSTA shall pay the greater of:

A. The total amount calculated by adding the per diem per gallon charges for each day in the month in which there was excess peak flow; or

B. The total amount calculated by multiplying the number of gallons by which average daily flow was exceeded by the number of days in the month and further multiplying this result by the per diem charge per gallon.

5. Calculation of Charges - The charges which LSTA shall or may be required to pay to Authority shall be calculated as follows:

A. Per Diem Per Gallon Charge

Township Connection Fee	\$ 856.00 per EDU
Authority Tapping Fee	<u>3,450.00</u> <u>per EDU</u>

Total \$4,306.00
per EDU

Estimated Life of Plant 20 years
Number of Gallons per EDU 280
Days per Year 365

$\$4,306.00 \div 20 \div 280 \div 365 = \$.0021$ per diem per
gallon charge

B. Annual Capacity Charge:

Per Diem per Gallon Charge \$.0021
Temporary Additional
Capacity Purchased 100,000 gallons
Days per Year 365

$.0021 \times 100,000 \times 365 = \$76,650.00$
annual
capacity charge

C. Treatment and Pump Station Charges
as set forth in Section 7 of the
Agreement.

6. Payment of Charges - LSTA agrees to pay Authority or
Township, as appropriate, the following charges at the times set
forth below:

A. Annual Capacity Charge - LSTA agrees to pay the
annual capacity charge in semi-annual installments, the first
such payment to be made upon execution of this Modification, with
subsequent payments to be made at six month intervals thereafter.

B. Per diem per Gallon Charges:

(i) Past Excess Flows - Upon execution of this
Modification, LSTA agrees to pay \$67,466.70 ($32,127,000 \times \$.0021$
 $= \$67,466.70$) for excess flows through January, 1994;

(ii) Current Excess Flows - Within ninety (90)
days following the execution of this Modification, LSTA agrees to
pay the per diem per gallon charge for each gallon of excess flow

generated between February of 1994 and the date of this Modification.

C. Future per diem per Gallon Charges for Excess Flows, Treatment and Pump Station Charges - LSTA agrees to pay per diem per gallon charges for excess flows and normal treatment and pump station charges pursuant to the current schedule as invoiced by Township. LSTA agrees to act upon these bills at the first meeting subsequent to receipt of invoices from Township (hereinafter "due date").

7. Guaranteed Revenue - Subject to the provisions of Paragraph 1 of this Modification, LSTA agrees that its annual capacity charges shall be paid for a minimum of two years regardless of the amount of flow actually discharged. In addition and regardless of the amount of flow actually discharged, LSTA agrees to pay Authority, for a term of two (2) years, a guaranteed minimum treatment and pump station charge calculated as if flows average 150,000 gallons per day. Should actual flows exceed 150,000 gallons per day, the guaranteed minimum will not apply and charges will be calculated based upon the actual flow discharged.

8. Payment Guarantee - LSTA agrees to enter into a Tri-Party Agreement with its Trustee, Harleysville National Bank, and Authority to set aside \$76,650 in order to guarantee payment of the annual capacity charges required by this Agreement. The Agreement shall provide, inter alia, that if LSTA shall fail to make a semi-annual capacity payment, within thirty (30) days of

its due date, Authority shall receive payment from the Trustee by submitting a letter, signed by Authority's Chairman, that LSTA has failed to make the payment required by this Modification. LSTA must immediately replace in the fund set aside any sum paid to Authority by Trustee.

9. Prior Inconsistencies - Except to the extent that they are inconsistent herewith, all terms and conditions of the Agreement are hereby ratified and confirmed. The parties agree, as a result of this Modification, that the following Paragraphs of the Agreement are hereby deemed null and void: Paragraphs 2A, 2B and 2C, Paragraph 3, Paragraph 4, Paragraph 5 and Paragraph 8. In addition, the last sentence of the definition of the word "Capacity" appearing on page 2, in Section 1 of the Agreement is hereby deleted and deemed null and void.

10. Integration and Applicable Law - This Modification and the Agreement contain the entire understanding between the parties and there are no agreements, recitations, warranties, oral or written, in existence which are separate and apart the from the Agreement or this Modification. This Modification shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and it shall be binding upon the successors and assigns of the parties hereto.

11. Effective Date and Counterparts - This Modification shall be effective as of the day and year first above written, which shall be the date of the meeting at which the last subscribing party executes this document. This Modification may

be executed in two or more counterparts, each of which shall be deemed an original and be effective as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the due execution and attestation hereof by their respective duly authorized officers.

TOWAMENCIN TOWNSHIP

Attest: Julie E. Geiger By: Richard L. G.

UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY

Attest: [Signature] By: [Signature]

LOWER SALFORD TOWNSHIP

Attest: Elaine Collins By: Herbert [Signature]

LOWER SALFORD TOWNSHIP AUTHORITY

Attest: [Signature] By: [Signature]



Lower Salford Township Authority

P.O. Box 243
Harleysville, PA 19438

PHONE: 215-256-8676

FAX: 215-256-6070

July 28, 2016

Rob Ford
Towamencin Township
P.O. Box 303
Kulpsville, PA 19443-0303

Re: Lower Salford Township Authority Sewer Billing

Dear Rob,

Thank you for taking the time to meet with us last week to discuss the proposed changes to the current sewer billing methodology used for the flow from the Lower Salford Township Authority (LSTA) interceptor line to Towamencin Township. By way of history, the semi-annual bill had been based upon the meter readings from an open channel flow meter. Due to the low flow from the three customers connected to the interceptor, the LSTA continues to encounter inaccurate readings from the flow meter. The LSTA's proposal for future billing would be based upon the water meter readings for the three customers listed below. Based on the prior six months data, the flow from the three customers averaged less than 3,000 gpd

- Terroir LLC, 17 Mainland Road
Mainland Inn Restaurant serviced with public water by NPWA.
- Landtree LLP, 33 Mainland Road
Home converted to 5 apartment units serviced by well with no meter. Assume 400 gpd for (5) units
- Mellon Legacy Property LLC, 45 Mainland Road
Former warehouse converted to music repair business serviced by well with a meter

Per your request, enclosed is a copy of the site plan which identifies the location of the open channel flow meter and the three customers connected to the interceptor.

On behalf of the LSTA, we appreciate your cooperation in accepting our proposal to modify the methodology used to calculate our future sewer invoices for the flow from the interceptor. Effective with May 2016 data, we will provide the monthly water meter records for the three customers to Towamencin Township.

Sincerely,

Handwritten signature of Connie Weimer in cursive.
Connie Weimer

enclosure

cc: William Dingman, P.E.
File

TMA Meter Pit

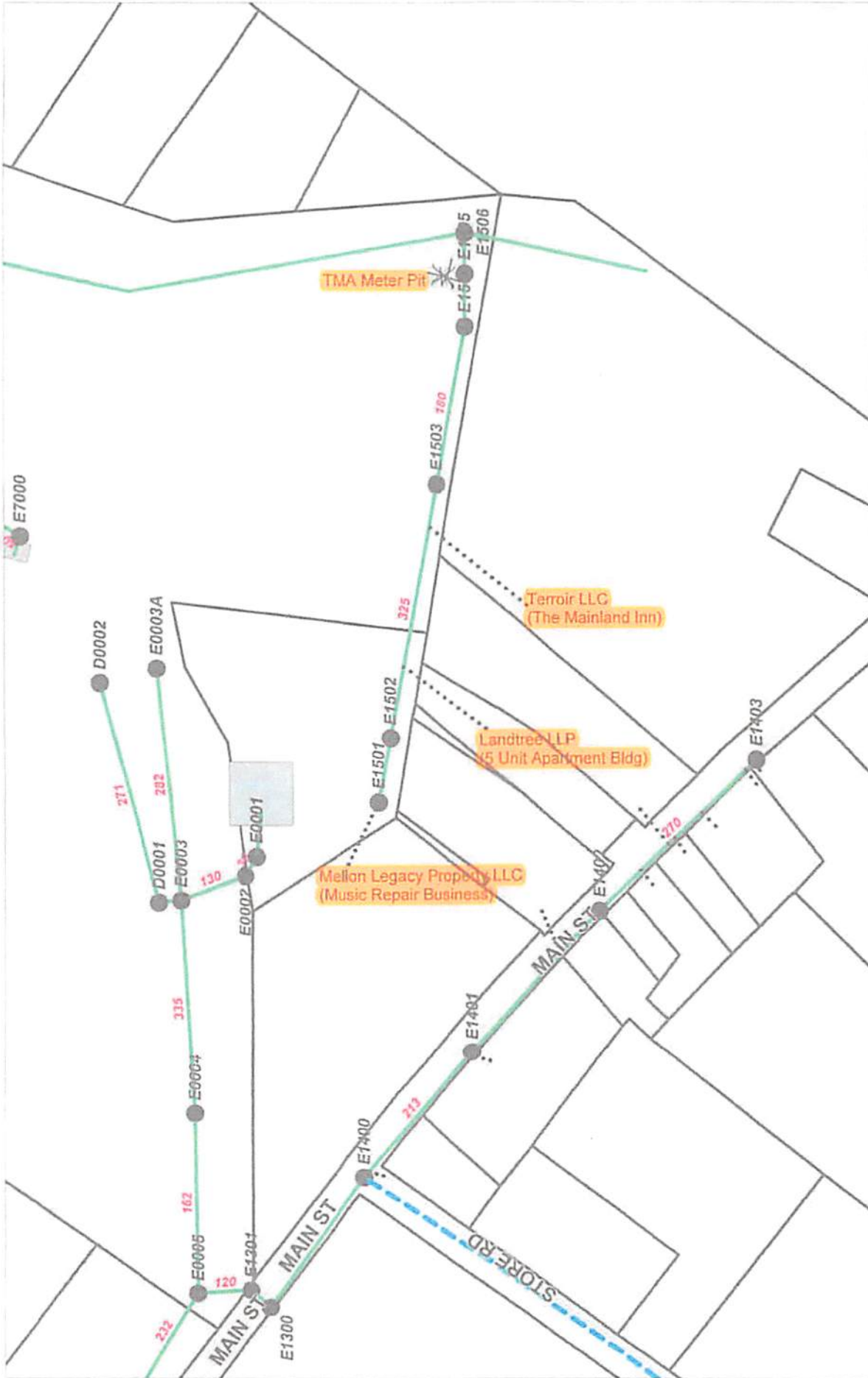


EXHIBIT F

THIS AGREEMENT, made this 29th day of *December* 1969, by and between the BOROUGH OF LANSDALE (Lansdale), the TOWNSHIP OF UPPER GWYNEDD (Upper Gwynedd), the TOWNSHIP OF TOWAMENCIN (Towamencin), the LANSDALE SEWER AUTHORITY (Lansdale Authority) and the UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY (Joint Authority), all municipalities or authorities organized and existing under the laws of the Commonwealth of Pennsylvania,

W I T N E S S E T H :

WHEREAS, Lansdale, Upper Gwynedd and Towamencin share common boundaries at various locations, and

WHEREAS, Upper Gwynedd, Towamencin and Lansdale have each leased sewage collection systems from, respectively, the Joint Authority and the Lansdale Authority, and in conformance with said leases, operate sanitary sewage collection systems in their respective municipalities, and

WHEREAS, sanitary sewage collection lines have heretofore been installed and are presently being maintained by Lansdale, or Lansdale Authority, within Upper Gwynedd and similarly, sanitary sewage collection lines have heretofore been installed and maintained by the Joint Authority and Towamencin, respectively, within Lansdale, and

WHEREAS, Lansdale has, in addition, caused a connection of certain sanitary sewage collection lines which it, or Lansdale Authority has heretofore installed to Joint Authority collection lines, temporarily, with the consent of Joint Authority and Towamencin and desires to continue that connection, and

WHEREAS, all parties hereto desire to reduce their understandings with regard to said extensions to writing.

NOW, THEREFORE, in consideration of the premises and of the mutual easements and premises hereinafter set forth, each party hereto, intending to be legally bound hereby, agrees as follows:

I. AREAS AFFECTED AND SERVICES TO BE RENDERED:

A. Lansdale agrees to accept sewage and render sanitary sewer service as follows:

1. From all properties now situate, or which may in the future be situate, within two hundred (200) feet of the centerline of White's Road in Upper Gwynedd Township except for (a) the properties at the intersection of White's Road and Rosemont Avenue which shall continue to be served by the existing Joint Authority - Upper Gwynedd line in Rosemont Avenue; and (b) properties not abutting White's Road on Stoler Avenue which will be served by an as yet unconstructed sewer line of Upper Gwynedd.

2. From all properties which are now situate, or which in the future may be situate on either side of Towamencin Avenue, in Upper Gwynedd and within two hundred (200) feet of the centerline thereof, said properties to be served by the existing Lansdale sewer in Towamencin Avenue.

B. Upper Gwynedd reserves to itself its right to, and responsibility for, sanitary sewer service within its physical boundaries except for:

1. The area described hereinabove.

2. Certain Rosemont Avenue and Broad Street properties and certain properties abutting on White's Road near Susquehanna Avenue, which are now either served, or entitled to be served, by Lansdale by means of special lines under an agreement between Lansdale and J. Winfield White in a Deed dated January 25, 1928, recorded in Deed Book 1042, page 114, and under an agreement between Lansdale and Henry S. Gerhart in Deed dated April 28, 1928, recorded in Deed Book 1103, page 236. Said properties are more specifically listed and identified in Schedule A, attached hereto and made a part hereof. Said properties shall continue to be served by Lansdale until such time as their status under said agreements shall have been classified or terminated, at which time service shall be rendered in accordance with the terms of this agreement, if then still in effect.

C. Towamencin agrees to accept sewage and render sanitary sewer service as follows:

1. From all properties presently existing and which in the future may be constructed on Columbia Avenue, York Avenue and Mt. Vernon Street in Lansdale, which presently abut sewage collection lines of Joint Authority, leased by Towamencin. Properties presently to be served under this sub-paragraph are listed in Schedule B, attached hereto and made a part hereof.

2. From all properties presently existing, which in the future may be constructed on Delaware Avenue and Winding Road, which were or could have been serviced by Lansdale through a pumping station in that area and which are now connected to Joint Authority collection lines in Winding Road in Towamencin. Properties presently to be served under this sub-paragraph are listed in Schedule C, attached hereto and made a part hereof.

II. TITLE TO FACILITIES:

This agreement shall not affect ownership of any of the sewer lines or related facilities in the areas heretofore delineated, and title thereto shall remain as at present. Any further extension of lines or other facilities made pursuant to the provisions of this Agreement shall be owned by the party constructing the same.

III. MAINTENANCE OF FACILITIES:

Each party shall at its own cost properly maintain its own sewer lines and other facilities notwithstanding the same may be located in an adjacent municipality or may be used to transmit sewage to a treatment plant located in an adjacent municipality.

IV. VOLUNTARY CONNECTIONS TO EXISTING SEWER LINES:

Applications to connect to existing sewer main of one municipality or authority located within the physical boundaries of another municipality, shall be processed as follows:

A. The municipality wherein the property seeking to be connected is physically located will:

1. Receive the application.
2. Collect its standard connection or tapping fee.
3. Impose and collect an assessment or benefit charge of Seven Dollars and Fifty Cents (\$7.50) per foot front, unless the property has theretofore been legally assessed for the installation of sewer abutting or benefiting the property, or is otherwise legally immune from assessment.

4. Remit to the municipality or authority servicing the property any assessment or benefit charge collected in accordance with sub-paragraph three.

5. Afford the servicing municipality or authority an opportunity to inspect the connection, should it so desire.

B. The municipality or authority which will service the sewage emanating from the property to be connected reserves the right to inspect the connection prior to acceptance of sewage from the connection.

C. After connection is approved, the rentals charged to the property owner and rentals as between the municipalities and authorities involved shall be as herein set forth in the case of existing connections.

V. COMPULSORY CONNECTION TO EXISTING SEWER LINES:

A. At its option, any municipality wherein sewer main of an adjacent authority is situate may institute appropriate procedures to compel unconnected properties to connect to said sewer main, provided that, in so doing, it shall provide for the collection of a foot front assessment in the amount of Seven Dollars and Fifty Cents (\$7.50) per foot front, or shall provide for an assessment against the connecting properties by the benefit method, in either case, excepting as to properties which have theretofore been legally assessed for installation of sewer abutting or benefiting the said properties. In the event any municipality shall exercise the option herein provided, it shall remit all assessments or benefit charges collected, less legal costs, to the municipality or authority servicing the connections.

B. In the event of the exercise of the option specified in sub-paragraph A hereof, in order to accomplish the assessment proviso therein contained, this agreement shall be construed as a lease of the sewage mains involved by the owner thereof to the municipality wherein said mains are located and, in addition thereto, the municipality or authority owning said sewage mains does hereby specifically assign all its right to assess such properties by either the foot front or the benefit method.

VI. RENTAL:

A. Lansdale to Towamencin - Lansdale shall pay to Towamencin, by December 31 of each year the sum of Fifty Dollars (\$50.00) per dwelling unit served by the Joint Authority, plus an additional rental of Ten Dollars (\$10.00) for each dwelling utilizing a garbage disposal unit.

B. Upper Gwynedd to Lansdale - Upper Gwynedd shall pay to Lansdale, by December 31 of each year, the sum of Fifty Dollars (\$50.00) per dwelling unit served by Lansdale, plus an additional rental of Ten Dollars (\$10.00) for each dwelling utilizing a garbage disposal unit. The provisions of this sub-paragraph shall not apply to the properties listed on Schedule A which shall continue to be billed by Lansdale.

C. Billing to Customers - Each municipality will bill properties connected to sewer lines within its own municipal boundaries in

accordance with its own schedule of rates. In the event of non-payment, the billing municipality shall have all the powers and rights with respect to collection, including the right to lien, as if in full possession of the collecting sewer involved and in support thereof, this agreement shall be considered to that extent, a lease of the collection lines involved by the owner thereof to the municipality wherein said lines are located.

D. Adjustment of Rentals - The rental rates established herein as payable by Lansdale to Towamencin, and by Upper Gwynedd to Lansdale, shall be automatically adjusted between the two municipalities involved in the event of a general rate schedule change by the municipality treating sewage collected from the adjoining municipality. The adjustment shall be exactly proportional with the increase or decrease effected by the general rate schedule change, rounded to the nearest dollar, and shall be effective commencing January 1 of the year immediately following the year in which the general rate schedule change was effective.

VII. MUNICIPAL ORDINANCES AND REGULATIONS:

The parties each agree that as to any properties served within its own municipal limits by the other party, that the ordinances, rules and regulations of the municipality or authority, so servicing said properties, shall apply so far as this can be legally effectively accomplished

and that each will, if necessary, enact or cause to be enacted, such ordinances or regulations (or amendments thereto), as may be necessary to effectuate fully the provisions of this paragraph.

VIII. INDEMNIFICATION:

Each of the parties hereto agrees to reimburse, save harmless and indemnify the other of and from any claim, damages or costs incurred by the other by reason of any claim against or loss to the other arising out of the servicing of the properties in each respective municipality by the other party, not including, however, any operating costs or losses, depreciation and the like.

IX. TERMS OF AGREEMENT:

A. As to properties located on Winding Road and Delaware Avenue, Lansdale, now connected to Joint Authority mains, this agreement shall be considered effective as of the date of connection of Lansdale mains servicing these properties to the Joint Authority mains, and the rentals due Towamencin from Lansdale shall be pro-rated from said date to December 31, 1969. Thereafter, payments shall be made as herein elsewhere provided.

B. As to all other properties, this agreement shall be effective as of January 1, 1970.

C. This agreement shall continue in effect from year to year, unless terminated by any party giving to each other party ninety (90) days written notice of termination prior to the end of the then current term.

X. There is attached hereto and made a part hereof as Exhibit "D" for clarity a plan of the area involved, titled "Sanitary Sewer Map; White's Road - Inglewood Area" drawn by Henry S. Conrey, Inc., Paoli, Pennsylvania, dated

XI. This agreement shall bind the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Attest:

BOROUGH OF LANSDALE

Richard A. Gorkosh
Secretary

By: *William J. ...* (SEAL)
President - Borough Council

Attest:

LANSDALE SEWER AUTHORITY

George R. Yoder
Secretary

By: *Robert ...* (SEAL)
Chairman

Attest:

UPPER GWYNEDD TOWNSHIP

Kenneth H. ...
Secretary

By: *Robert ...* (SEAL)
President - Board of Commissioners

Attest:

TOWAMENCIN TOWNSHIP

Joseph W. Kaye
Secretary

By: *John ...* (SEAL)
Chairman - Board of Supervisors

Attest:

UPPER GWYNEDD-TOWAMENCIN
MUNICIPAL AUTHORITY

...

The following dwellings in Upper Gwynedd Township pay no sewer rental or special sewer rental as a result of the interpretations of agreements made between the Borough of Lansdale and J. Winfield White and Henry S. Gerhart:

W. C. Campbell
Block #1, Unit #38
no charge

Jon C. Campbell
724 S. Towamencin Ave.

Richard H. Rea
Block #1, Unit #50
no charge

Richard H. Rea
732 S. Towamencin Ave.

Mrs. Willard White
Block #1, Unit #2
\$10 ea. per year

Mrs. Willard White, owner
4 row houses
300 Whites Rd.
302 Whites Rd.
304 Whites Rd.
306 Whites Rd.

\$ 40.00 / YR

Mrs. Willard White
Block #1, Unit #68
\$10 ea. per year

Mrs. Willard White, owner
3 unit apartment building
290 Whites Rd.

\$ 30.00 / YR

Mrs. Willard White
Block #10, Unit #13
Paid \$15 in 1967

Mrs. Willard White, owner
rented dwelling
605 Rosemont Ave.

\$ 15.00 / YR

Mrs. Willard White
Block #10, Unit #11
Paid \$15 in 1967

Mrs. Willard White, owner
rented dwelling
609 Rosemont Avenue

\$ 15.00 / YR

Jonas S. Troxel
Block #10, Unit #9
Paid \$15 in 1967

Jonas S. Troxel (residence)
613 Rosemont Ave.

\$ 15.00 / YR

~~Block #10, Unit #35
Paid \$15 in 1967~~

~~Jonas S. Troxel
Apt. over garage, rented
615 Rosemont Ave.~~

Mrs. Willard White
Block #10, Unit #2 & 3
No charge

Mrs. Willard White (residence)
608 S. Broad St. (front bldg.)

Mrs. Willard White
Block #10, Unit #2 & 3
No charge

Mrs. Willard White
608 S. Broad St.
rented (at rear of lot)

Unit No. House No.

Mt. Vernon Street:

29	1048	Anthony & Lena Ricci (under construction)
28	1052	Elmer G. & Geraldine K. Kulp
49	1062	Roland L. Bechtel (and Emma C.)
26	1053	Delorme F. & Marion C. Moser
27	1061	Harold L. & Laura Kulp

York Avenue

18	1048	Robert E. & Rose P. Clayton
17	1056	Frank P. & Ethel M. Smith
13	1045	Walton C. & Marie M. Heckler
14	1055	Walton & Evelyn Leatherman
94	1061	John R. & Joan B. Ormand
15	1069	Raymond F. & Gloria Gerstlauer

Columbia Avenue:

50	1060	Jeremias & Luz Cardona
1	1056	Royden E. & Kathleen Madtes
53	1050	James W. & Joyce Holt Regan

TOTAL - 38 UNITS

SCHEDULE B

Slb 41

List of properties in Lansdale Borough that will discharge sewage into the Inglewood sewer system.

Lansdale West Ward, Block No. 1

Unit No. House No.

Delaware Avenue:

66	1050	John N. & Barbara J. Sutton
68	1056	Edward J. & Marlene I. Strehle
62	1062	Joseph J. & Gladys I. Breslin
79	1047	Robert J. & Carole Danweber
61	1053	V.A., Washington 25, D.C.
83	1059	William D. Douglass
65	1065	John & Mary Morgan

Winding Road:

76	516	Gordon Gerhart
86	524	Carl L. Church
85	532	William Higgins
69	540	J.B. Gleason, Jr.
73	546	Benjamin R. Robin (40 E. 7th St.)
77	552	Richard H. Warnken
82	558	Ray D. Bieler
84	515	Clyde W. Wood
72	521	Donald J. Huntsinger
75	527	William J. Ruth, Jr.
67	533	Alice M. Harvey
63	539	Robert Emmett
74	545	Anthony Delikat
80	551	Carl W. Kay
78	557	Ronald A. White
71	563	Joseph F. Calisto
81	569	Robert F. Gilmartin (543 W. MainSt.)

?? 64 575 Yingling, Carl & Edith, this property entirely in Towamencin Township and assessed in Towamencin Township. It is connected to the Winding Rd. pumping station, but should become a direct customer of the Upper Gwynedd-Towamencin Authority.

38 PROPERTIES

+ 1063 Allentown
1075 Allentown

SCHEDULE C

41 properties

EXHIBIT G

AGREEMENT

THIS AGREEMENT made this 17 day of December 1997 by and among TOWAMENCIN TOWNSHIP (hereinafter the "Township"), FRANCONIA TOWNSHIP AUTHORITY (hereinafter "Franconia"), UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY (hereinafter "Authority") and J.D.J. ASSOCIATES (hereinafter call the "Partnership").

W I T N E S S E T H

WHEREAS, the Authority has constructed and operates a wastewater treatment facility known as the Upper Gwynedd-Towamencin Municipal Authority Wastewater Treatment Facility (hereinafter "Wastewater Treatment Plant") and owns the collection and conveyance facilities tributary to the Wastewater Treatment Plant; and

WHEREAS, the Township operates, maintains and has full administrative and technical responsibility for the wastewater collection and conveyance system known as the Township Sewer System (hereinafter the "Sewer System") under a Lease and a Service Agreement with the Authority; and

WHEREAS, the Authority and the Township entered in an Interjurisdictional Pretreatment Agreement, dated June 14, 1984; and

WHEREAS, Paragraph 1 of the June 14, 1984 Interjurisdictional Pretreatment Agreement between the Authority and the Township provides for the negotiating and development of agreements between the Authority, the Township and industrial users who are located

outside the Township but discharge into the Sewer System for subsequent treatment by the Wastewater Treatment Plant; and

WHEREAS, the Partnership recognizes and has determined that it is necessary and desirable to continue to utilize the Sewer System and the Wastewater Treatment Plan for conveyance and treatment, as applicable, of its wastewater; and

WHEREAS, the discharge of wastewater into the Sewer System by the Partnership is subject to the Partnership's Pretreatment Obligations, as defined herein; and

WHEREAS, the Partnership has constructed certain facilities in order to comply with its Pretreatment Obligation, as defined herein (the "Pretreatment Facility").

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree hereto, intending to be legally bound, covenant and agree as follows:

Definitions

ARTICLE 1

"Pretreatment Obligation" as used herein, shall mean the duties imposed on, as the case may be, the Authority, the Township or the Partnership, to require or comply with regulations providing for treatment of wastewater prior to discharge into the Sewer System, as those duties may be imposed by the Pretreatment Ordinance, Pretreatment Program, or any and all applicable Federal or State laws, statutes, rules, regulations, court orders or consent decrees.

"Pretreatment Ordinance" shall mean ordinance No. 84-6 of the Township, as it may be amended or reenacted, from time to time, or

any successor ordinance, resolution, or regulation adopted by the Township with respect to a Pretreatment Obligation.

"Pretreatment Program" shall mean the rules and regulations adopted by the Authority as its Industrial Waste Pretreatment Program, as they may be amended or reenacted, from time to time, or any successor resolution, rule or regulation adopted by the Authority with respect to discharges into the Sewer System imposing a Pretreatment Obligation.

"Sewer Use Ordinance" shall mean Ordinance No. 87-12 of the Township, as it may be amended or reenacted, from time to time, or any successor ordinance, resolution, or regulation adopted by the Township with respect to discharges into the Sewer System.

"NPDES Permit" shall mean the National Point Discharge Elimination system, permit, together with the standards of discharge quality imposed under such Permit, issued to the Authority with respect to the discharges from the Wastewater Treatment Plant, as may be issued from time to time, and any successor permit or license issued to the Authority by any Federal, state or local administrative agency, or body, having jurisdiction over the Authority or regulating discharges from the Wastewater Treatment Plant.

"Uncontrollable Circumstance" shall mean any or all of the following acts, events or conditions, to the extent that it would prevent the operation of the Wastewater Treatment Plant or Sewer System:

(i) an Act of God, fire, flood, earthquake, explosion, sabotage, lightning or similar circumstance, riot, war insurrection, strike or labor dispute; or

(ii) the entry of a valid and enforceable injunctive or restraining order or judgment of any Federal or state court, administrative agency, or body, having jurisdiction over the Authority or Township.

AUTHORITY OBLIGATIONS

ARTICLE 2

Section 2.01. The Authority agrees to receive, through the Sewer System, wastewater from the Partnership, meeting the requirements of the Pretreatment Ordinance and subject to the provisions hereof, for treatment by the Wastewater Treatment Plant.

Section 2.02. Pursuant to the Interjurisdictional Agreement, the Authority is monitoring compliance by the Partnership under the Pretreatment Ordinance. In addition to the remedies provided by said Ordinance, the Authority reserves and retains the right to limit the volume and/or strength of the wastewater discharged by the Partnership to achieve standards of discharge by the Authority in conformity with its NPDES Permit, together with all applicable Federal or state laws, statutes, rules, regulations, court orders or consent decrees.

Section 2.03. The Authority agrees to permit the Township or the Partnership to enter the facilities of the Authority, at reasonable times, for the purpose of inspecting the treatment of wastewater or reviewing records and other documents pertaining to the treatment of the Partnership's wastewater.

Section 2.04. The Authority agrees that it will not discontinue operation of its Wastewater Treatment Plant and other

facilities during the term of this Agreement except as a result of an Uncontrollable Circumstance.

TOWNSHIP OBLIGATIONS

ARTICLE 3

Section 3.01. The Township agrees to receive and transport, through its Sewer system, wastewater from the Partnership meeting the Partnership's Pretreatment Obligation and subject to the provisions hereof for treatment at the Wastewater Treatment Plant.

Section 3.02. The Township hereby grants and delegates to the Authority the power and authority to monitor compliance by the Partnership under its Pretreatment Obligation and to limit the volume and/or strength of wastewater received from the Partnership in conformity with the Partnership's Pretreatment Obligation and the provisions hereof. The Township agrees to furnish any information within its control required by the Authority concerning compliance by the Partnership with its Pretreatment Obligation and to help aid and assist the Authority in obtaining information or data from other sources. The Township retains the right to exercise any legal remedy to limit excessive flows of wastewater from the Partnership or to contain or correct any hazardous or unhealthful conditions.

Section 3.03. The Township agrees to impose charges upon the Partnership for receiving and treatment of wastewater in accordance with the formula set forth in Pretreatment Ordinance 84-6 as amended.

Section 3.04. The Township agrees to make available, upon reasonable notice by the Authority and/or the Partnership, any

record, sample or document concerning the receipt of wastewater or the Sewer System and to make the Sewer System available for inspection by the Authority and/or the Partnership.

Section 3.05. The Township agrees that it will not discontinue its operation of the Sewer System except as a result of an Uncontrollable Circumstance; provided, however, that this Section shall not be deemed to preclude the Township from delegating, assigning, or relinquishing its operation of the Sewer System to the Authority or a successor operator of the Sewer System.

PARTNERSHIP OBLIGATIONS

ARTICLE 4

Section 4.01. The Partnership agrees that all ultimate discharge of its wastewater will be into the Sewer System for treatment at the Wastewater Treatment Plant. The Partnership agrees that the quantity of wastewater discharged by the Partnership shall be in compliance with the provisions hereof and that it will not disconnect from the Sewer System or limit the volume of its wastewater by means of other discharges or disposal of the wastewater, except for recycling of wastewater within the Partnership's plant, during the terms of this Agreement except as limited by this Agreement, without the prior consent of the Township and the Authority.

Section 4.02. The Partnership agrees to be subject to the provisions of the Towamencin Sewer Use Ordinance, except with respect to such matters as are expressly provided for in this

Agreement. In the event of conflict between the Towamencin Sewer Use Ordinance and this Agreement, whichever is more stringent shall be given effect. The Partnership agrees that its wastewater is subject to pretreatment prior to discharge into the Sewer System. The Partnership agrees that it will design, construct, reconstruct and maintain its Pretreatment Facility in accordance with the Pretreatment Ordinance or submit an alternative method of handling process Wastes and that, prior to discharge, it will obtain a discharge permit from the Authority (the "Discharge Permit"). The Discharge Permit shall set forth various conditions governing the strength and volume of wastewater to be discharged. The Partnership further agrees to apply for renewals of its Discharge Permit from time to time as required by the terms of the Pretreatment Ordinance and to pay all reasonable fees associated with the implementation and requirements of its Pretreatment Obligation.

Section 4.03. The Partnership agrees to operate, maintain, and upgrade, if necessary, its Pretreatment Facility so that the wastewater discharged by the Partnership shall conform to the requirements of the Partnership's Pretreatment Obligation and be in conformity with the Discharge Permit. The Partnership further agrees that it will employ and provide a sufficient number of properly trained persons to operate its Pretreatment Facility so as to comply with its Pretreatment Obligation.

Section 4.04. The Partnership agrees that it will retain records, conduct tests, take samples and provide for other monitoring of its compliance with its Pretreatment Obligation as

required by the Township or Authority, and the Partnership further agrees to permit the Township or the Authority to enter the Partnership's property at reasonable hours, but without prior notice, for the purpose of making inspections, taking samples, and reviewing records and other documents concerning the wastewater discharged by the Partnership and the Partnership's operation of its Pretreatment Facility.

Section 4.05. The Partnership agrees to pay the charges imposed by the Township for the reception and treatment of wastewater in accordance with the formula set forth in Pretreatment Ordinance 84-6 as amended. The Partnership acknowledges and agrees that it has reviewed and is familiar with the Rules, Regulations, and Rate Determination processes of the Township and that the same are fair and reasonable. The Partnership agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any charge unpaid for a period of thirty (30) days after the date of receipt of the bill, together with applicable laboratory reports and other backup data, with said interest to be calculated from the date of receipt of said billing.

CAPACITY ALLOCATION & FLOW QUANTITIES

ARTICLE 5

Section 5.01. The Partnership is hereby acknowledged to have a capacity allocation of 5,320 gallons per day ("gpd"). The Partnership agrees that the average daily flow, calculated from flow data for any given calendar month, shall not exceed 5,320 gpd for the period of this Agreement or any subsequent renewal of this

Agreement without first obtaining the permission of the Township and the Authority and paying the capital contribution and connections fees in effect at the time of the request.

Section 5.02. The Partnership acknowledges that its rate of flow discharge, or peak flow rate, has impact on the available conveyance capacity of the Sewer system and the operations of the Wastewater Treatment Plant. Because of this impact, the Partnership agrees to limit its peak flow discharge rate to one hundred forty percent (140%) of its allowable average daily flow rate, or 7,448 gpd for any stated one (1) day period. Failure of the Partnership to limit its peak flow discharge rate to this level shall require the Partnership to pay for any costs associated with clean-up of overflows, treatment plant upsets or operational problems, or regulatory agency fines. In the event that the Partnership fails to limit its peak flow discharge rate as required, the Township and/or Authority shall require the Partnership to pay for any and all costs associated with the clean-up of overflows, treatment plant upsets, operational problems, or regulatory agency fines.

TAPPING FEE REIMBURSEMENT

ARTICLE 6

Section 6.01. The Partnership is constructing a sewer line at its expense, which sewer line will be connected to the Sewer System. Further, the Partnership is paying a tapping fee relative to the capacity being allocated to it pursuant to this Agreement. Should an owner of another property which is not in or a part of

the property currently owned by the Partnership connect a service line directly to the sewer line being constructed by the Partnership within ten (10) years of the date of the acceptance of the dedication of such sewer line, the Authority shall notify the Partnership by certified mail of the receipt by the Authority of a tapping fee collected as a result of such connection within thirty (30) days of its receipt of such tapping fee.

Section 6.02. The Authority shall reimburse the Partnership an amount equal to the then distribution or collection part of such tapping fee as a result of such subsequent connection provided that the Partnership submits to the Authority in writing a claim for such reimbursement within one hundred twenty (120) days of its mailing to the Partnership of the above-described certified mail notice. Should said Partnership fail to submit a timely claim for such reimbursement as provided hereinabove, said reimbursement shall revert to and become the sole property of the Authority.

Section 6.03. There shall be deducted from the amount of the reimbursement described in Section 6.02 hereof an amount equal to five percent (5%) of such reimbursement payment, which such shall be deemed to represent an appropriate charge for administrative expenses and services rendered in calculating, collecting, monitoring and disbursing said reimbursement payment.

Section 6.04. Notwithstanding the foregoing, the total reimbursement to which the Partnership shall be entitled shall not exceed a sum equal to (i) the total cost of all labor and material, engineering design charges, the cost of performance and maintenance bonds, authority review and inspection charges, as well as flushing

and televising charges and any and all other charges incurred or paid by the Partnership involved in the dedication and acceptance of the above-referenced sewer line, (ii) multiplied by a fraction the numerator of which shall be the EDU's contributed to the sewer line by owners of other properties and the denominator of which shall all EDU's contributed to the sewer line.

GENERAL PROVISIONS

ARTICLE 7

Section 7.01. The parties hereto agree that this Agreement shall continue for a period of ten (10) years from the date of this Agreement, at the conclusion of which term, the Agreement shall be renewed for an additional period of ten (10) years unless any one of the parties shall give notice two (2) years prior to the anniversary date of this Agreement of a desire to terminate or renegotiate this Agreement.

Section 7.02. This Agreement shall be binding upon and shall enure to the benefit of the successors and assigns of the parties hereto.

Section 7.03. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, such invalidity shall not affect any other provision hereof and the remaining provisions shall be construed and enforced as if such invalid provision had not been contained herein. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement by their duly authorized officers and affixed their seals hereto, all as of the day and year first above written.

Attest:

[Signature]

TOWAMENCIN TOWNSHIP

BY:

[Signature]

Attest:

[Signature]

UPPER GWYNEDD-TOWAMENCIN
MUNICIPAL AUTHORITY

BY:

[Signature]

Witness:

[Signature]

J.D.J. ASSOCIATES

BY:

[Signature]

Attest:

[Signature]

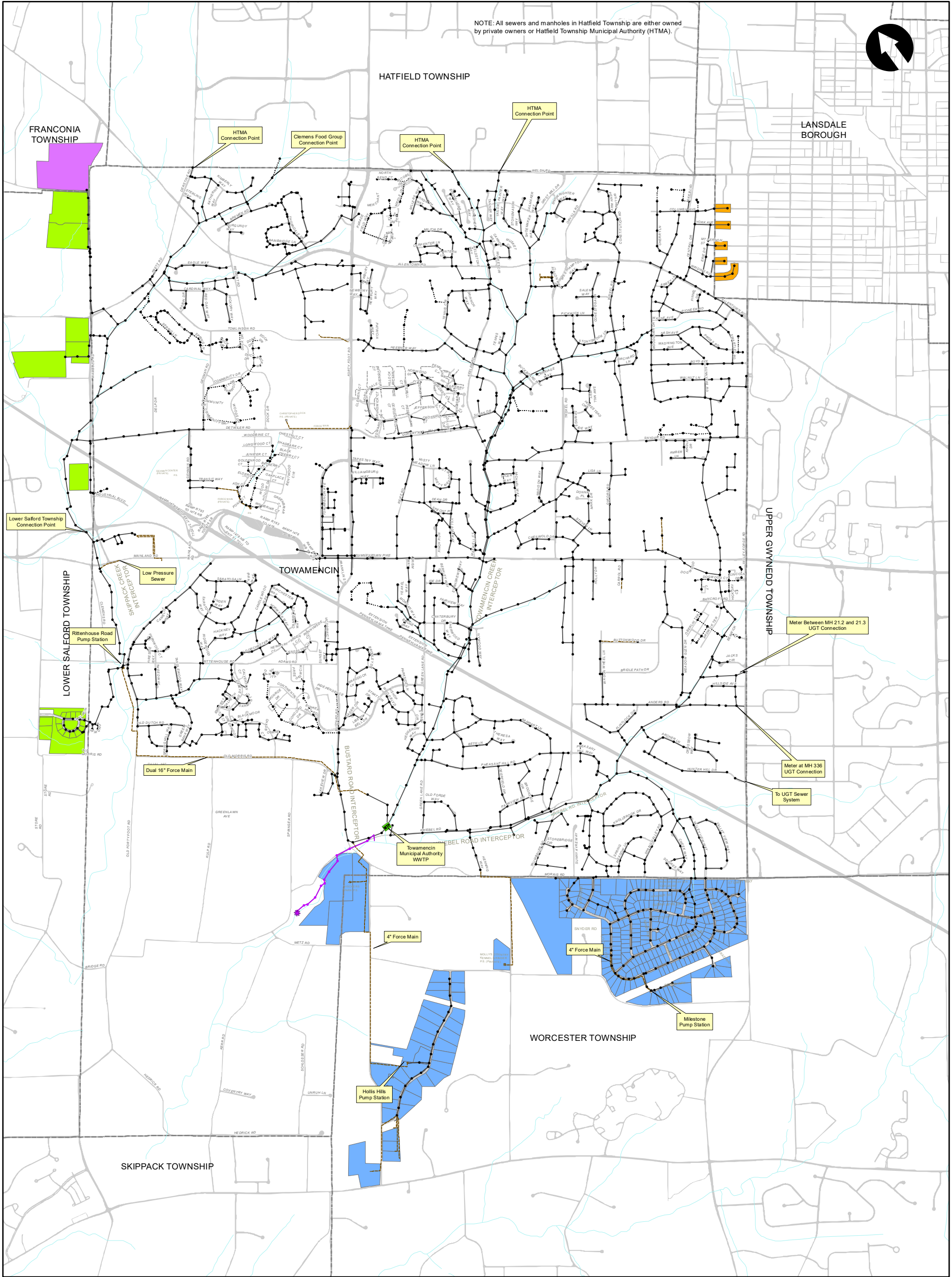
FRANCONIA TOWNSHIP AUTHORITY

BY:

[Signature]

EXHIBIT H

NOTE: All sewers and manholes in Hatfield Township are either owned by private owners or Hatfield Township Municipal Authority (HTMA).



Legend			
	UGTMA WWTP		Collector Laterals (Private)
	Sanitary Manholes		Effluent Sanitary Sewer
	Discharge Location		Force Main
	Effluent Sanitary Mh/ Junction Box		Sanitary Sewers (Private)
			Sanitary Sewers
			Worcester BRI Sanitary Sewer
	Franconia Township Service Properties		Lansdale Borough Service Properties
	Lower Salford Township Service Properties		Worcester Township Service Properties

TOWAMENCIN TOWNSHIP
SANITARY SEWER
SERVICE AREA MAP - PROPERTIES SERVED
 TOWAMENCIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

GILMORE & ASSOCIATES, INC.
 ENGINEERING & CONSULTING SERVICES
65 EAST BUTLER AVENUE NEW BRITAIN, PA 18901-5106 - (215) 345-4330 - www.gilmore-assoc.com

JOB NO: 22-01077 DATE: MAY 5, 2023

EXHIBIT I

Address	Customer Type	Township
2279 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2286 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2112 Bustard Road, Lansdale, PA 19446	Residential	Worcester Township
3066 Scheid Way, Lansdale, PA 19446	Residential	Worcester Township
3067 Sunny Ayre Drive, Lansdale, PA 19446	Residential	Worcester Township
3068 Sunny Ayre Drive, Lansdale, PA 19446	Residential	Worcester Township
3077 Sunny Ayre Drive, Lansdale, PA 19446	Residential	Worcester Township
2248 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2246 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2244 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2242 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2240 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2238 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2236 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2234 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2232 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2230 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2233 Drake Drive, Lansdale, PA 19446	Residential	Worcester Township
2226 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2224 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2222 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2220 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2218 Ayreshre Drive, Lansdale, PA 19446	Residential	Worcester Township

2216 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2214 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2212 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2210 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2239 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
2247 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2245 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2243 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2241 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2239 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
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2229 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2223 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
3048 Conrad Way, Lansdale, PA 19446	Residential	Worcester Township
3046 Conrad Way, Lansdale, PA 19446	Residential	Worcester Township
3044 Conrad Way, Lansdale, PA 19446	Residential	Worcester Township
3045 Conrad Way, Lansdale, PA 19446	Residential	Worcester Township
3047 Conrad Way, Lansdale, PA 19446	Residential	Worcester Township
2242 Mann Road, Lansdale, PA 19446	Residential	Worcester Township
3102 Dotts Way, Lansdale, PA 19446	Residential	Worcester Township
3100 Dotts Way, Lansdale, PA 19446	Residential	Worcester Township
3101 Dotts Way, Lansdale, PA 19446	Residential	Worcester Township
3103 Dotts Way, Lansdale, PA 19446	Residential	Worcester Township

3026 Pawlings Ford Road, Lansdale, PA 19446	Residential	Worcester Township
2299 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
2297 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
2295 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
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2230 Drake Drive, Lansdale, PA 19446	Residential	Worcester Township
2231 Drake Road, Lansdale, PA 19446	Residential	Worcester Township
2257 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
2255 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
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2249 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
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2241 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
2221 Ayreshire Drive, Lansdale, PA 19446	Residential	Worcester Township
2235 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
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3005 Stuart Way, Lansdale, PA 19446	Residential	Worcester Township
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2242 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2244 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2246 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2248 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
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2284 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
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2243 Warner Road, Lansdale, PA 19446	Residential	Worcester Township

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2285 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2287 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2289 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2291 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2293 Warner Road, Lansdale, PA 19446	Residential	Worcester Township

2295 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2297 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2299 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2301 Warner Road, Lansdale, PA 19446	Residential	Worcester Township
2300 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2298 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2296 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2294 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2292 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2290 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2299 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2297 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2295 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2293 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2291 Weigner Road, Lansdale, PA 19446	Residential	Worcester Township
2209 Locust Drive, Lansdale, PA 19446	Residential	Worcester Township
2018 Bustard Road, Lansdale, PA 19446	Residential	Worcester Township
2016 Bustard Road, Lansdale, PA 19446	Residential	Worcester Township
2014 Bustard Road, Lansdale, PA 19446	Residential	Worcester Township
2022 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2024 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2026 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2028 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2030 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township

2032 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2034 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2036 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2038 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2040 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2042 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2044 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2046 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2048 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2023 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2025 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2027 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2029 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2033 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2035 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2037 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2041 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2043 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2045 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2047 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
2039 Hollis Road, Lansdale, PA 19446	Residential	Worcester Township
587 Woodview Lane, Harleysville, PA 19438	Residential	Lower Salford Township
583 Woodview Lane, Harleysville, PA 19438	Residential	Lower Salford Township
579 Woodview Lane, Harleysville, PA 19438	Residential	Lower Salford Township

575 Woodview Lane, Harleysville, PA 19438	Residential	Lower Salford Township
571 Woodview Lane, Harleysville, PA 19438	Residential	Lower Salford Township
567 Woodview Lane, Harleysville, PA 19438	Residential	Lower Salford Township
563 Woodview Lane, Harleysville, PA 19438	Residential	Lower Salford Township
559 Woodview Lane, Harleysville, PA 19438	Residential	Lower Salford Township
77 Walden Pond, Harleysville, PA 19438	Residential	Lower Salford Township
73 Walden Pond Way, Harleysville, PA 19438	Residential	Lower Salford Township
67 Walden Pond Way, Harleysville, PA 19438	Residential	Lower Salford Township
63 Walden Pond Way, Harleysville, PA 19438	Residential	Lower Salford Township
57 Walden Pond Way, Harleysville, PA 19438	Residential	Lower Salford Township

EXHIBIT J

LAW LIBRARY OF
MONTGOMERY COUNTY

MAY 12 2023

CALL # _____

TOWAMENCIN TOWNSHIP

ORDINANCE NO. 23-04

AN ORDINANCE (1) REPEALING ANY PORTION OF ANY TOWNSHIP ORDINANCE; AND (2) STRIKING AND VOIDING ANY PORTION OF ANY RESOLUTION OR AGREEMENT INCONSISTENT WITH RESOLUTION 22-43 [2023 ANNUAL ESTABLISHMENT OF SEWER RENTAL CHARGE] THEREBY ENSURING UNIFORMITY AMONGST TOWNSHIP AND EXTRA-TERRITORIAL RESIDENTIAL SEWER CUSTOMERS ALIKE AS TO THE TOWNSHIP'S ANNUAL RESIDENTIAL SEWER RENTAL CHARGE

ENACTED: May 10, 2023

TOWAMENCIN TOWNSHIP

ORDINANCE NO. 23-04

AN ORDINANCE (1) REPEALING ANY PORTION OF ANY TOWNSHIP ORDINANCE; AND (2) STRIKING AND VOIDING ANY PORTION OF ANY RESOLUTION OR AGREEMENT INCONSISTENT WITH RESOLUTION 22-43 [2023 ANNUAL ESTABLISHMENT OF SEWER RENTAL CHARGE] THEREBY ENSURING UNIFORMITY AMONGST TOWNSHIP AND EXTRA-TERRITORIAL RESIDENTIAL SEWER CUSTOMERS ALIKE AS TO THE TOWNSHIP'S ANNUAL RESIDENTIAL SEWER RENTAL CHARGE

WHEREAS, pursuant to Pennsylvania Second Class Township Code, Section 2511, this Board is empowered to annually establish the charge for sewer rental to its customers; and

WHEREAS, under the Township Code 127-33, this Board sets the annual sewer rental for each EDU by resolution; and

WHEREAS, on December 28, 2022, under Resolution 22-43, the Board set the annual sewer rental charge for each EDU at \$450.00; and

WHEREAS, the Township provides wastewater services to certain customers in Worcester and Lower Salford Townships; and

WHEREAS, a majority of these customers receive such wastewater services as a result of a 1987 Montgomery Court of Common Pleas Court Order requiring the Township to provide such extra-territorial services to all of the residential lots in a certain Worcester residential development; and

WHEREAS, in connection with the Sewer Sale, the Township reviewed its existing rate arrangements with its Worcester and Lower Salford Township residential customers in conjunction with the Township's Annual Resolution and it was determined that an ordinance should be adopted by this Board making provision for and ensuring rate uniformity amongst all its residential customers, including Worcester and Lower Salford Township residential customers; and

WHEREAS, under such an ordinance, the Township will continue to provide service to all its existing residential customers, within the Township or extra-territorial, including Worcester and Lower Salford Township residential customers at the annual sewer rental charge and subject to the

same terms and conditions as required by the Pennsylvania Public Utility Code and certain regulations of the Pennsylvania Utility Commission.

NOW THEREFORE, BE IT ENACTED AND ORDAINED by this Board:

SECTION 1. RESIDENTIAL SEWER RATE UNIFORMITY ORDINANCE

Any portion of any Township ordinance; resolution; or agreement inconsistent with Township Resolution 22-43 [2023 Annual Establishment of Sewer Rental Charge] (“Resolution 22-43”) are expressly repealed and struck and/or voided, respectively, to ensure rate uniformity amongst all Township residential sewer customers—Township and extra-territorial residential sewer customers alike—in accord with the Township Resolution 22-43.

SECTION 2. SEVERABILITY

This ordinance’s provisions are intended to be severable. If any section, sentence, clause, part, or provision of this ordinance is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction, such determination shall not affect or impair this Ordinance’s remaining sections, sentences, clauses, parts, or provisions.

Furthermore, it is hereby declared to be this Board’s express intent that this ordinance still be adopted even if such an illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included.

SECTION 3. EFFECTIVE DATE

This ordinance shall take effect five days from this Board’s approval of it as required by the Pennsylvania law.

SECTION 4. REPEALER

All other ordinances and resolutions or parts thereof as they are inconsistent with this ordinance are hereby repealed.

[Signatures on Next Page]

ORDAINED and **ENACTED** at the Township's May 10, 2023 Meeting.

**TOWAMENCIN TOWNSHIP
BOARD OF SUPERVISORS**



H. Charles Wilson III, *Chairman*

Attest:



Laura C. Smith, *Secretary*

TOWAMENCIN TOWNSHIP

ORDINANCE NO. 23-04

AN ORDINANCE (1) REPEALING ANY PORTION OF ANY TOWNSHIP ORDINANCE; AND (2) STRIKING AND VOIDING ANY PORTION OF ANY RESOLUTION OR AGREEMENT INCONSISTENT WITH RESOLUTION 22-43 [2023 ANNUAL ESTABLISHMENT OF SEWER RENTAL CHARGE] THEREBY ENSURING UNIFORMITY AMONGST TOWNSHIP AND EXTRA-TERRITORIAL RESIDENTIAL SEWER CUSTOMERS ALIKE AS TO THE TOWNSHIP'S ANNUAL RESIDENTIAL SEWER RENTAL CHARGE

ATTESTATION

I attest that the attached Ordinance is a true and correct copy of Ordinance 23-04 that was adopted by Towamencin Township Board of Supervisors at their May 10, 2023 Meeting.

TOWAMENCIN TOWNSHIP



ROBERT J. IANNOZZI JR., *Solicitor*

Date: 5/11/2023

**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**IN RE: APPLICATION OF
TOWAMENCIN TOWNSHIP,
PURSUANT TO 66 PA. C.S. § 1102(A),
FOR A CERTIFICATE OF PUBLIC
CONVENIENCE TO OFFER,
FURNISH, RENDER, AND SUPPLY
WASTEWATER SERVICE TO THE
PUBLIC IN CERTAIN PORTIONS OF
WORCESTER TOWNSHIP, LOWER
SALFORD TOWNSHIP, FRANCONIA
TOWNSHIP AND LANSDALE
BOROUGH, ALL IN MONTGOMERY
COUNTY, PENNSYLVANIA**

DOCKET A-2023-

CERTIFICATE OF SERVICE

I hereby certify that I have this date, May 12, 2023, served a true copy of the foregoing documents upon the participants, listed below, in accordance with the requirements of § 1.54 (relating to service by a participant).

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
2nd Floor, Room N-201
Harrisburg, PA 17120
Via UPS, Next Day Air

Office of Small Business Advocate
Department of Community and Economic
Development
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101-1303
Via UPS, Next Day Air

Worcester Township Planning Commission
1721 South Valley Forge Road
Worcester, PA 19490
Via UPS, Next Day Air

Lower Salford Township Planning
Commission
379 Main Street
Harleysville, PA 19438
Via UPS, Next Day Air

Worcester Township Board of Supervisors
1721 South Valley Forge Road
Worcester, PA 19490
Via UPS, Next Day Air

Lower Salford Township Board of
Supervisors
379 Main Street
Harleysville, PA 19438
Via UPS, Next Day Air

Franconia Township Planning Commission
671 Allentown Road
Telford, PA 18969
Via UPS, Next Day Air

Franconia Township Board of Supervisors
671 Allentown Road
Telford, PA 18969
Via UPS, Next Day Air

Upper Gwynedd Township Planning
Commission
1 Parkside Place
North Wales, PA 19454
Via UPS, Next Day Air

Upper Gwynedd Board of Supervisors
1 Parkside Place
North Wales, PA 19454
Via UPS, Next Day Air

Pennsylvania Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
Via UPS, Next Day Air

Montgomery County Planning Commission
One Montgomery Plaza
2nd Floor
Norristown, PA 19404
Via UPS, Next Day Air

Pennsylvania Department of Environmental
Protection Headquarters
400 Market Street
Harrisburg, PA 17101
Via UPS, Next Day Air

Richard Kanaskie, Director
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17105
Via UPS, Next Day Air

Borough of Lansdale Planning Commission
One Vine Street, Suite 201
Lansdale, PA 19446
Via UPS, Next Day Air

Lansdale Borough Council
One Vine Street, Suite 201
Lansdale, PA 19446
Via UPS, Next Day Air

Hatfield Township Planning Commission
1950 School Road
Hatfield, PA 19440
Via UPS, Next Day Air


Hatfield Township Board of Supervisors
1950 School Road
Hatfield, PA 19440
Via UPS, Next Day Air

Montgomery County Solicitor's Office
One Montgomery Plaza
Suite 800
Norristown, PA 19404
Via UPS, Next Day Air

North Penn Water Authority
300 Forty Foot Road
Lansdale, PA 19446
Via UPS, Next Day Air

Pennsylvania Department of Environmental
Protection Southeast Regional Office
2 East Main Street
Norristown, PA 19401
Via UPS, Next Day Air

Paul T. Diskin, Director
Bureau of Technical Utility Services
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17105
Via UPS, Next Day Air


James J. Rodgers, Esquire
Attorney for Applicant
