

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 subparagraph 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 S. ...* (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

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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.~~

[Handwritten signature]

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
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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