

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");

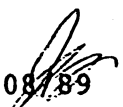
W I T N E S S E T H :

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:

(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.

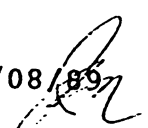
Never saw figure

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

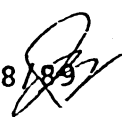
LST agrees that it will enact an Ordinance which contains provisions at least as stringent as Township Ordinance 84.6 and subsequent updates thereto relating to sewage pretreatment, sewage surcharges, prohibition of the discharge of certain substances into the Collection System, and prohibition of the 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

08/08/89 

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

By: _____

Attest: _____

LOWER SALFORD TOWNSHIP

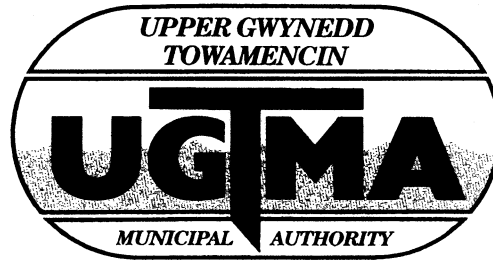
By: _____

Attest: _____

LOWER SALFORD TOWNSHIP AUTHORITY

By: _____

Attest: _____



September 2, 1994

Lower Salford Township Authority
ATTN: Bob Bieler
P. O. Box 243
Harleysville, PA 19438

RE: MODIFICATION AGREEMENT

Dear Bob:

Enclosed is an executed copy of the Modification Agreement among Towamencin Township, Upper Gwynedd-Towamencin Municipal Authority, Lower Salford Township Authority, and Lower Salford Township in modification of the September 18, 1989 Transportation and Treatment Capacity Agreement. By copy of this letter, executed copies are also being sent to Lower Salford Township and Towamencin Township. We have retained an executed copy for our files.

Sincerely,



John Marcarelli
Executive Director

JM/cd

Enclosure

cc: Lower Salford Township (w/enclosure)
Towamencin Township (w/enclosure)
R. Kerns, UGTMA Solicitor (w/copy)
S. Maxwell, LSTA Solicitor (w/copy)

[lr1328]

004070794

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 = \0.0021 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 \0.0021
= \$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. Long

**UPPER GWYNEDD-TOWAMENCIN
MUNICIPAL AUTHORITY**

Attest: Richard L. Long By: James L. H. [Signature]

LOWER SALFORD TOWNSHIP

Attest: Elaine Collins By: Herbert [Signature]

LOWER SALFORD TOWNSHIP AUTHORITY

Attest: [Signature] By: [Signature]