

**LOWER MAKEFIELD TOWNSHIP ACT 537 SEWAGE
FACILITIES PLAN SPECIAL STUDY**

FOR

SALE OF SANITARY SEWER SYSTEM

LOCATED IN

**LOWER MAKEFIELD TOWNSHIP,
BUCKS COUNTY, PENNSYLVANIA**

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SPECIAL STUDY
Revised November 10, 2024

1.0 INTRODUCTION

Lower Makefield Township (Township) has entered into a Purchase Agreement with Aqua Pennsylvania Wastewater, Inc. (Aqua) for the purchase of the Township’s public sanitary sewer system. The purpose of this Act 537 Plan Special Study is to provide an update to the Township’s current Act 537 Plan prior to the sale of the sanitary sewer system to Aqua. Therefore, this Special Study will focus on the identification and evaluation of existing sewerage facilities in the Township, evaluation of alternatives, and the identification of future operation and maintenance responsibilities after the sewer system ownership is transferred from Lower Makefield Township to Aqua.

1.1 Facilities Overview

Lower Makefield Township does not own or operate a wastewater treatment plant within the Township limits. All wastewater generated within the Township is conveyed either to the City of Philadelphia Northeast Water Pollution Control Plant via the Bucks County Water and Sewer Authority (BCWSA) Neshaminy Interceptor or to the Morrisville Municipal Authority (MMA) Wastewater Treatment Plant via the Canal Interceptor.

Lower Makefield Township is divided into six sewer service areas, which are identified as follows:

- Core Creek Interceptor
- Middletown Township
- Falls Township (Contract Area)
- Falls Township (Service Area)
- Yardley Borough
- Morrisville Borough

Included in Appendix A is the “General Plan of Sanitary Sewers with Sewer Service Areas” which identifies the existing collection and conveyance system, sewer service areas, and locations of the sewage pumping stations and flow meters.

The Core Creek Interceptor Service Area, the Middletown Township Service Area, the Falls Township Contract Area, and the Falls Township Service Area all flow to the BCWSA Neshaminy Interceptor, which ultimately conveys wastewater to the City of Philadelphia Northeast Water Pollution Control Plant for treatment and discharge.

Wastewater in the Yardley Borough and Morrisville Borough Service Areas is conveyed via the Canal Interceptor to the Morrisville Municipal Authority Wastewater Treatment Plant for treatment and discharge.

It is noted that while the Falls Township (Service Area) conveys wastewater to the Neshaminy Interceptor, the Township of Falls Authority (TOFA) owns and maintains the sewer lines in this part

of Lower Makefield Township. Therefore, this Special Study focuses on the remaining sewer service areas that are owned and maintained by Lower Makefield Township including the Core Creek Interceptor, Middletown Township, Falls Township (Contract Area), Yardley Borough, and Morrisville Borough Service Areas. Following the sale of the Lower Makefield Township public sanitary sewer system, TOFA will continue to own and maintain the sewers within the Falls Township (Service Area) public sewer service area. A more detailed description of the existing sanitary sewer facilities within Lower Makefield Township is provided in Section 3.0.

1.2 Purchase of Sanitary Sewer System

Lower Makefield Township (Township) has entered into a Purchase Agreement with Aqua Pennsylvania Wastewater, Inc. (Aqua) for the purchase of the Township’s public sanitary sewer system. A copy of the Purchase Agreement with Aqua is included in Appendix B. The purchase price of the sanitary sewer system is \$53 million. Upon completion of the sale, all existing permits, operation, maintenance, and compliance obligations related to the public sanitary sewer system will be transferred to Aqua which is more fully described throughout this Special Study.

1.3 Implementation Schedule

The following presents an approximate timeline for the sale and transfer of the Lower Makefield Township public sanitary sewer system to Aqua Pennsylvania Wastewater, Inc.

Task	Date
Request for Qualifications	July 19, 2019
Receipt and Review of Qualifications	August 9, 2019
Request for Bid Proposals	May 5, 2020
Receipt and Evaluation of Bids	May 29, 2020
BOS Vote on Sale	August 13, 2020
Purchase Agreement	September 2020
Submission of Act 537 Plan to Township Planning Commission, Bucks County Planning Commission, and Bucks County Health Department	January 2022
Lower Makefield Township Board of Supervisors Adoption of Resolution for Special Study	February 2022
Sale Closing	March 4, 2022
Resubmission of Act 537 Addressing Review Comments	June 10, 2024
PA DEP Review of Updated Special Study	July 25, 2024 (Time Zero)
Revise Act 537 based on PADEP Review Comments	Time Zero Four Months
Yardley Borough and Falls Township Approval of Special Study	Time Zero + Five Months
Approval of Special Study by PA DEP	Time Zero + Seven Months
Submission of WQM Permit Transfer to PA DEP	Time Zero + Eight Months
PA DEP Approval of Permit Transfer	Time Zero + Eleven Months
Preparation of On-lot Management Program	Time Zero + Twelve Months
Approval of On-lot Management Program	Time Zero + Twenty Four Months
Implementation of On-lot Management Program	Time Zero + Thirty Six Months

2.0 PREVIOUS SEWAGE FACILITIES PLANNING

As the focus of this Special Study is on the sale of the existing public sanitary sewer system, the most recent Act 537 Plans including the Lower Makefield Township Act 537 Plan Revision prepared in 1999 and the Neshaminy Interceptor Special Study prepared in 2018 should be referenced for more specific information related to sewage facilities planning in Lower Makefield Township.

The following is a list of previous planning documents that have been prepared for Lower Makefield Township:

- Bucks County Master Plan (1960)
- Bucks County Sewerage Facilities Plan (1970)
- Lower Makefield Township Sewerage Facilities Plan (1975)
- Bucks County Sewerage Facilities Plan Update (1977)
- Lower Makefield Township Act 537 Plan Revision (1990)
- Lower Makefield Township Act 537 Plan Revision (1999)
- Neshaminy Interceptor Special Study (2018)

In addition to the above planning documents, Yardley Borough updated their Act 537 Plan in 2016. As a portion of Lower Makefield Township wastewater flows through Yardley Borough for conveyance to the Morrisville WWTP, Lower Makefield Township is responsible for a portion of the capital costs to implement the selected alternatives in the Yardley Borough Act 537 Plan. Per the Yardley Borough Act 537 Plan, certain conveyance sewers are operating at or near maximum capacity during peak flow events. In order to accommodate the planned connections, bypass relief sewers will be constructed parallel to existing conveyance sewers at Buck Creek Interceptor and Longshore Sewer. Existing conveyance sewers at the Brock Creek Interceptor will be reconstructed with larger diameter sewers. The additional capacity gained from this alternative is expected to be adequate for the 20-year planning horizon. All of the proposed upgrades and construction will occur in Yardley Borough. Additional information on the cost sharing agreement between Yardley Borough and Lower Makefield Township is provided in Section 2.2 below.

A current list of Sewage Facilities Planning Modules in Lower Makefield Township is provided in Appendix C. This table documents Lower Makefield Township efforts to properly administer proposals for various types of land development with respect to sewage facilities planning.

2.1 Physical and Demographic Analysis

Lower Makefield Township is situated in the southeast region of Bucks County. It is south of Upper Makefield Township, east of Newtown Township, and north of Middletown Township, Falls Township and Morrisville Borough. Lower Makefield Township is bordered to the east by the Delaware River and Yardley Borough.

Due to the limited scope of this current planning effort, a full-scale discussion of the Township-wide physical characteristics is not warranted. Therefore, the previous Act 537 Sewage Facilities Planning documents should be referenced for a detailed analysis of the physical features of the Township, including hydrology, geology, soils, and topography.

2.2 Compliance and Wasteload Management

Neshaminy Interceptor Service Area

Lower Makefield Township is one of twelve (12) Municipalities which contribute wastewater flow to the Neshaminy Interceptor which is owned and operated by Bucks County Water and Sewer Authority. The other Municipalities include Bensalem Township, Hulmeville Borough, Langhorne Borough, Langhorne Manor Borough, Newtown Township/Borough, Middletown Township, Lower Southampton Township, Falls Township, Pennel Borough, Bristol Township, and Northampton Township.

In 2014, a Settlement Agreement between BCWSA and the PA DEP required the establishment of a Corrective Action Plan and Connection Management Plan for the Neshaminy Interceptor. Each tributary Municipality is operating under this program to reduce infiltration and inflow (I/I), implement a Connection Management Plan (CMP) with BCWSA, implement a Corrective Action Plan (CAP), and perform Act 537 Plan Updates. More specifically, Lower Makefield Township was required to perform the following related to the Neshaminy Interceptor:

- Sign a Supplemental Agreement with BCWSA that implements the PA DEP and BCWSA's settlement agreement conditions. Lower Makefield Township executed this Supplemental Transportation Agreement with BCWSA on February 7, 2018. A copy of the Agreement is included in Appendix D.
- Prepare a Corrective Action Plan (CAP) outlining an I/I Abatement Plan to reduce the existing peak flows and I/I in the system. The CAP was approved in conjunction with the approval of the Neshaminy Interceptor Special Study on November 5, 2018. A copy of the PADEP approval letter is included in Appendix E.
- Submit and update a Connection Management Plan (CMP) to BCWSA for the Neshaminy Interceptor Service Area. Lower Makefield Township has continued to update its CMP and the most recent CMP was accepted by PADEP on August 28, 2020. A copy of the PADEP approval letter and the Neshaminy Interceptor CMP is included in Appendix F.
- Adopt a revision to the Lower Makefield Township Act 537 Plan for the service areas that contribute flows to the Neshaminy Interceptor. The Neshaminy Interceptor Special Study was approved by PADEP on November 5, 2018. A copy of the PADEP approval letter is included in Appendix E.

As identified in the approved Act 537 Special Study for the Neshaminy Interceptor, Lower Makefield Township is responsible for the implementation of the following:

- Corrective Action Plan and Connection Management Plan

Lower Makefield Township continued to implement the Corrective Action Plan to identify and abate inflow and infiltration to the public sanitary sewer system up to the closing of the sale of the sanitary sewer system to Aqua. At the time of the closing of the sale, Aqua became responsible for the implementation of the Corrective Action Plan. Aqua has provided CAP Updates as part of the Annual Chapter 94 Report.

Aqua will submit all requests to update the Neshaminy Interceptor Connection Management Plan (NICMP) to Lower Makefield Township as part of the PA DEP Sewage Facilities Planning approval process. Lower Makefield Township will then review, approval and submit the updated NICMP requests to the BCWSA for their submission to the PA DEP. Aqua then coordinates with BCWSA on the approval of the updates to the NICMP and the approval of the release of future edus by the PA DEP to BCWSA. Aqua then coordinates the approval of the release of EDUS under the NICMP with Lower Makefield Township for the final approval and submission of all PA DEP Sewage Facilities Planning applications. Aqua will also be responsible for reviewing and providing the required conveyance capacity certifications that are part of any PA DEP Act 537 Plan Sewage Facilities planning applications.

- BCWSA Neshaminy Interceptor Sanitary Improvements

In accordance with the approved Act 537 Special Study, Lower Makefield Township has continued use and financial contribution towards the expansion of the BCWSA Neshaminy Interceptor conveyance system. Upon the transfer to the sanitary sewer system to Aqua, the ongoing contributions to BCWSA will be the responsibility of Aqua.

- Brookstone Pump Station

Lower Makefield Township recently replaced the pumps at the existing Brookstone Pump Station to address the previously identified hydraulic overload conditions. The hydraulic overload condition was based on pump run times. As part of the pump replacement, a flow meter was installed which will allow for more accurate flow information. The upgrade to the Brookstone Pump Station was completed on June 30, 2021. The upgrades that were made to the Brookstone Pump Station include the following:

- Replacement of all the pumps and controls to utilize the same pumping capacity as the existing pumps.
- The piping, valves, and rails were replaced.
- There was a new wet well installed. There

This was done as a maintenance item and no Water Quality Management permit was issued since the pumping capacity did not change and it was the replacement of existing equipment and structures.

- Chanticleer Pump Station

Prior to the connection of the proposed Dogwood Drive subdivision, the Chanticleer Pump Station will need to be upgraded to increase the capacity to accommodate total average annual flows of 25,714 gpd and a peak design flow of 107,999 gpd.

The existing two inch diameter forcemain will need to be replaced with a three inch forcemain prior to the connection of the proposed Dogwood Drive subdivision. The upgrade of the forcemain from two inch to three inch will increase the pumping rate of the existing pumps to approximately 101 gpm. This will resolve the projected hydraulic overload condition.

The timeframe for completion of this work is dependent upon the development of the Dogwood Drive subdivision. It is anticipated that construction will not commence until after the transfer of the sanitary sewer system to Aqua. Therefore, Aqua will be responsible for the completion of the upgrades to the Chanticleer Pump Station.

Yardley Borough Service Area

In order to implement the selected alternatives proposed in the Yardley Borough Act 537 Plan approved by PADEP on April 13, 2018, Lower Makefield Township is responsible for a percentage of the sanitary sewer upgrades in accordance with a cost sharing agreement executed between Yardley Borough and Lower Makefield Township. A copy of the Intermunicipal Agreement is included in Appendix G. The Intermunicipal Agreement will be transferred to Aqua, who will resume financial responsibilities for Lower Makefield Township's portion of the capital costs. The proposed improvements include bypass relief sewers for the Buck Creek and Longshore sewers and a replacement of existing sewers with increased diameter sewers for the Brock Creek sewer. The total estimated cost in 2016 dollars is \$2.96 million. Yardley Borough will be responsible for 15.5%, and Lower Makefield Township will be responsible for 84.5% of the costs.

Morrisville Municipal Authority

As a contributing municipality to the Morrisville Municipal Authority (MMA) Wastewater Treatment Plant (WWTP), Lower Makefield Township will be responsible for a portion of the financial costs associated with the required upgrades to the MMA

WWTP and future relocation of the MMA WWTP. MMA is continuing to evaluate options to upgrade the existing plant and the potential relocation of the existing WWTP in order to provide the required capacity to continue servicing its customers as well meet the discharge limitations established in the NPDES and Water Quality Management Permits. A copy of the Intermunicipal Agreement between Lower Makefield Township and Morrisville Municipal Authority is included in Appendix H.

3.0 EXISTING SEWAGE FACILITIES

All of Lower Makefield Township is identified as being in a public sanitary sewer service area, although a limited number of properties remain using individual on-lot sewage disposal systems. Any existing and subsequent improvements to existing OLDS systems will continue under the jurisdiction of the Bucks County Department of Health on-lot sewage permitting program. The Bucks County Health Department will continue to regulate the on-lot properties, specifically the small development along River Road, Parkside Avenue, Riverside Avenue, Washington Avenue, and Morris Lane to approve any improvement or replacements.

The cost to extend public sanitary sewer service to these remaining areas will be the responsibility of the property owners. Aqua and the Township will work with the property owners when they request to have public sanitary sewer service extended to their property either an individual request or by a group of property owners. Aqua and Township will also coordinate with the Bucks County Health Department to address any issues with failing or malfunctioning individual on-lot systems that require the connection to the public sanitary sewer system.

As identified in Section 1.1 above, the public sanitary system within Lower Makefield Township is divided into six sewer service areas. A general plan of sanitary sewers is included in Appendix A. The five sewer service areas that are currently owned and maintained by Lower Makefield Township and subject to the sale and transfer to Aqua include the Core Creek Interceptor, Middletown Township, Falls Township (Contract Area), Yardley Borough, and Morrisville Borough Service Areas.

The Core Creek Interceptor Service Area, the Middletown Township Service Area, and the Falls Township Contract Area flow to the Neshaminy Interceptor, which is owned by Bucks County Water and Sewer Authority (BCWSA). The Neshaminy Interceptor ultimately conveys wastewater to the City of Philadelphia Northeast Water Pollution Control Plant for treatment and disposal under NPDES Permit No. PA0026689.

Wastewater in the Yardley Borough and Morrisville Borough Service Areas is conveyed to the Morrisville Municipal Authority Wastewater Treatment Plant (WWTP) for treatment and disposal under NPDES Permit No. PA0026701.

The Lower Makefield Township public sanitary sewer system consists of a gravity collection and conveyance system as well as fourteen pumping stations and force mains. Included in Appendix I is a table summarizing each of the pumping stations, capacities, and permit numbers. The following table summarizes the major infrastructure within each sewer service area in Lower Makefield Township.

Conveyance to Philadelphia Water Department Northeast Water Pollution Control Plant via Neshaminy Interceptor			
SERVICE AREA	METERS	INTERCEPTORS / TRUNK LINES	PUMP STATIONS
Core Creek Interceptor	BCWSA Lindenhurst BCWSA 2001 BCWSA Village Road BCWSA 2003	Core Creek Interceptor	Farmview Brookstone Chanticleer
Middletown Township	BCWSA 2005	None	Oxford Glen/Yardley Oaks
Falls Township Contract Area	Derbyshire Big Oak Road	Rock Run Interceptor	Derbyshire*
* The Derbyshire pump station operates only during peak flows to bypass the gravity sewer			

Conveyance to Morrisville Municipal Authority WWTP			
SERVICE AREA	METERS	INTERCEPTORS / TRUNK LINES	PUMP STATIONS
Yardley Borough	Main Street Buck Creek Sandy Run Road Belmondo	Buck Creek Interceptor Taylorsville Trunk	Clearview Maplevale Yardley Estates Fox Hill Mill Road Estates
Morrisville Borough	Del Mor/ Ferry Road	Canal Interceptor Yardley Road Trunk Black Rock Road Trunk Silver Lake Trunk	Black Rock Road Sherwood Park Silver Lake Heacock Road Stackhouse Drive

3.1 Core Creek Interceptor Service Area

The Core Creek Interceptor Service Area is located in the western portion of the Township, west of Interstate 95 (I-95) and north of Cornerstone Drive within the Core Creek Watershed. The area comprises primarily residential homes, along with some commercial properties. The basin area comprises approximately 2,555 acres with approximately 158,899 linear feet of pipe and 890 manholes. Three pumping stations (Farmview, Brookstone, Chanticleer) and four meters (Lindenhurst, 2001, Village Road, and 2003) are located within the service area. The size of collection sewers range from 8 inches to 14 inches and are constructed of vitrified clay (VC), cast iron pipe (CIP) and polyvinyl chloride (PVC). The collection and conveyance system also includes the Core Creek Interceptor which is 15 inches in diameter and is constructed of PVC.

The northern portion of the Core Creek Service area conveys wastewater to the Core Creek Interceptor, which is owned by BCWSA. The Core Creek Interceptor is constructed of VC, PVC,

and CIP. Flows from the Core Creek Interceptor are metered at Lindenhurst Road (BCWSA Lindenhurst Meter D.P. 6) and (BCWSA Meter 2001 DP6A), where wastewater then flows to the Neshaminy Interceptor owned by Bucks County Water and Sewer Authority (BCWSA).

Wastewater in the southern portion of the Service Area is conveyed through lines which exit the Township in two locations including the BCWSA Village Road Meter (D.P. 7) and BCWSA Meter 2003 (D.P. 7A). Wastewater then flows to the BCWSA Neshaminy Interceptor.

3.2 Middletown Township Service Area

The Middletown Township Service Area is located in the Southwestern portion of the Township. The area is comprised of primarily residential homes with some commercial properties. The basin area comprises approximately 497 acres with approximately 51,818 linear feet of pipe and 297 manholes. One pumping station and one meter is located within the area. The size of collection sewers ranges from 8-inches to 14-inches and are constructed of vitrified clay (VC) and polyvinyl chloride (PVC). There is one existing pump station within the Middletown Township Service Area identified as the Oxford Glen/Yardley Oaks Pump Station. All wastewater within the Service Area is conveyed to the BCWSA Neshaminy Interceptor through BCWSA Meter 2005.

3.3 Falls Township Contract Area

The Falls Township Contract Service Area is located in the Southern portion of the Township. The area is comprised of primarily residential homes with some commercial properties. The area comprises approximately 628 acres with approximately 62,774 linear feet of pipe and 283 manholes. There are no pumping stations within the service area. Flows are conveyed through two meters, Derbyshire and Big Oak Road. The size of collection sewers ranges from 8-inches to 10-inches and are constructed of vitrified clay (VC) and polyvinyl chloride (PVC). The collection and conveyance system also includes the Rock Run Interceptor which ranges in size from 10 to 12 inches in diameter and is constructed of VC. All wastewater within the Study Area is conveyed to Falls Township and then to the BCWSA Neshaminy Interceptor.

There is a PADEP permitted bypass pump installed in a manhole adjacent to the Derbyshire meter location. This pump station is known as the Derbyshire Pump Station. It is only used in times of high flows when the downstream gravity sanitary sewer main can no longer convey the flows from Falls Township Contract Area to the Falls Township Service Area. The Derbyshire Pump Station conveys the flows excess flows from the Falls Township Contract Area to the Morrisville Municipal Authority Service Area to avoid any sanitary sewer overflows.

Aqua has taken over the operation of this pump station and is now responsible for recording the pump run hours for this pump station. Aqua's operators provide additional monitoring of the bypass pump station during all wet weather events so that the approximate start time and stop time can be documented. The dates and hours of the pump operation are documented in the annual Chapter 94 Reports. The flows normally flow by gravity through this location.

3.4 Yardley Borough Service Area

The Yardley Borough Service Area is located in the central portion of the Township from the northern Municipal line to the area of Stony Hill Road and Oxford Valley Road. The area is comprised of primarily residential homes with some commercial properties and agricultural land. The basin area comprises approximately 217,023 linear feet of pipe and 956 manholes. Five pumping stations and four meters are located within the service area. The size of collection sewers ranges from 10 inches to 12 inches in diameter and are constructed of vitrified clay (VC) and polyvinyl chloride (PVC). The collection and conveyance system also includes the Buck Creek Trunk and the Taylorsville Trunk. The Buck Creek Interceptor ranges in size from 10 to 12 inches in diameter and is constructed of VC, PVC, and Cast Iron Pipe (CIP). The Taylorsville trunk ranges in size from 10 to 12 inches in diameter and is constructed of VC.

Wastewater is metered at four locations prior to conveyance towards Morrisville WWTP including Main Street Metering chamber (D.P. 1), Buck Creek Metering Chamber (D.P. 2), Sandy Run Road Metering Chamber (D.P. 4), and Belmondo Metering Chamber (D.P. 5).

Main Street, Buck Creek, and Sandy Run Meters record sewage flows from Lower Makefield Township prior to discharge to Yardley Borough. The Belmondo meter measures flows from the Belmondo residential community within Yardley Borough.

Five (5) pumping stations (Clearview, Maplevale, Fox Hill, Mill Road Estates, and Yardley Estates) are located within the Yardley Borough Service Area.

Wastewater from the Yardley Borough Service Area is conveyed via the Delaware Canal Interceptor to the Morrisville Municipal Authority WWTP for treatment and disposal under NPDES Permit No. PA0026701.

3.5 Morrisville Borough Service Area

The Morrisville Borough Service Area is located in two sections near the southern portion of the Township. The western section extends from I-95 to Stony Hill Road. The eastern section extends from Oxford Valley Road and Roeloffs Road to the Municipal Boundary along the Delaware River. The area is comprised of primarily residential homes with some areas of woodlands and recreational uses. Five pumping stations are located within the service area. Flows are metered at the Del Mor/Ferry Road Meter (D.P. 12), just before leaving the Township limits. The size of collection sewers ranges from 10 inches to 30 inches in diameter and are constructed of vitrified clay (VC) and polyvinyl chloride (PVC). The collection and conveyance system also includes the Delaware Canal Interceptor, Yardley Road Trunk, Black Rock Road Trunk, and the Silver Lake Trunk. The Delaware Canal Interceptor ranges in size of 27 to 30 inches in diameter and is constructed of reinforced concrete pipe (RCP). The Yardley Road Trunk is 10 inches in diameter and is constructed of vitrified clay (VC). The Black Rock Road Trunk ranges in size of 10 to 12 inches in diameter and is constructed of VC. The Silver Lake Trunk is 12 inches in diameter and is constructed of VC.

There are five (5) pumping stations (Heacock Road, Stackhouse Drive, Black Rock Road, Sherwood Park, and Silver Lake Road) within the Morrisville Borough Service Area. Wastewater is

conveyed via the Delaware Canal Interceptor to Morrisville Municipal Authority WWTP for treatment and disposal under NPDES Permit No. PA0026701.

4.0 FUTURE GROWTH AND LAND DEVELOPMENT

Within the Neshaminy Interceptor Service Area, connections to the sanitary sewer system are subject to the Connection Management Plan. Currently, EDUs have been released for 2016 and 2017. BCWSA is releasing 2018 EDUs on a project-by-project basis in accordance with the Township’s I/I abatement efforts and implementation of the Corrective Action Plan. In addition to specific development projects, there are a number of miscellaneous connections that have been released to the Township for small immediate need projects.

The Neshaminy Interceptor Connection Management Plan (NICMP) will remain the responsibility of Lower Makefield Township as it is part of the Lower Makefield Township Act 537 Plan. Lower Makefield Township and Aqua will coordinate on the updating of the NICMP as described below.

Aqua will submit all requests to update the Neshaminy Interceptor Connection Management Plan (NICMP) to Lower Makefield Township as part of the PA DEP Sewage Facilities Planning approval process. Lower Makefield Township will then review, approval and submit the updated NICMP requests to the BCWSA for their submission to the PA DEP.

Aqua will coordinate with BCWSA on the approval of the updates to the NICMP and the approval of the release of future edus by the PA DEP to BCWSA. Aqua then coordinates the approval of the release of EDUS under the NICMP with Lower Makefield Township for the final approval and submission of all PA DEP Sewage Facilities Planning applications. Aqua will also be responsible for reviewing and providing the required conveyance capacity certifications that are part of any PA DEP Act 537 Plan Sewage Facilities planning applications.

As reported in the Lower Makefield Township 2023 Chapter 94 Neshaminy Interceptor (BCWSA) Tributary Report, the following table presents the total number of projected EDUs to be added to Neshaminy Interceptor service area from potential development projects over the next five years.

-year Projected EDUs and Flow		
Sewer Service Area	EDUs	Flow (gpd) (250 gpd/EDU)
Neshaminy Interceptor (Includes Core Creek and Middletown)	500	125,000

5.0 IDENTIFICATION OF ALTERNATIVES

As the purpose of this Act 537 Plan Special Study is to provide an update to the Township's current Act 537 Plan prior to the sale of the sanitary sewer system to Aqua, the identification of alternatives is focused on the continued operation and maintenance of the public sanitary sewer system. As described within previous Act 537 Planning documents, the entire Township is serviced by the public sanitary sewer system with the exception of a small number of properties that are serviced by on-lot sewage disposal systems. With respect to the current planning efforts, the evaluation of possible public sewer alternatives included the following:

1. No Action Alternative

Lower Makefield Township would remain the owner and operator of the existing public sanitary sewer system. Under this scenario, the Township would continue to own and maintain the existing public sanitary sewer system.

2. Third Party Operation and Maintenance

Lower Makefield Township would retain a subcontractor to perform the required operation, maintenance, and reporting requirements. Under this scenario, the Township would continue to own the existing public sanitary sewer system, however operation and maintenance of the sewer system would be performed through a qualified contractor.

3. Sale of Sewer System

Lower Makefield Township would sell the existing public sanitary sewer system to a PUC or Municipal Authority. Under this scenario, the Township would no longer own, operate, or maintain the existing public sanitary sewer system.

6.0 EVALUATION OF ALTERNATIVES

Each of the identified alternatives have been evaluated with regard to immediate and long-term impacts to Lower Makefield Township and its residents. The alternatives identified in Section 5 were evaluated against other regional and local environmental, financial, and planning documents, and potential conflicts between the alternatives for the project and the goals of the other documents and programs.

6.1 Consistency Evaluation

To the extent of its limited applicability and the nature of the subject planning effort, no inconsistencies are apparent with respect to Comprehensive Water Quality Management Plans (COWAMP), Title II of the Clean Water Act or Titles II and VI of the Water Quality Act of 1987, or State Water Plan.

The 2019 Lower Makefield Township Comprehensive Plan envisions the continuation of the quality of life in Lower Makefield. Elements of this quality of life include protecting community aesthetics, preserving aspects of the natural and historic environment, accommodating expected

growth without adversely affecting residents, and creating and supporting necessary community services that enhance life. The 2019 Plan states that all future major development areas shall be connected to the existing public sewer system. The evaluated alternatives do not present any inconsistencies with the Lower Makefield Comprehensive Plan.

None of the identified alternatives will result in land disturbance or direct impacts resulting in inconsistencies with agricultural land policy, wetlands, anti-degradation under Title 25 Chapters 93, 95, or 102, stormwater management, Pennsylvania Natural Diversity Index (PNDI), or Pennsylvania Historic Preservation Act of 1978. Therefore, no inconsistencies are noted, and no resolutions are necessary.

6.2 Associated Costs and Funding

As this Special Study has been prepared to evaluate alternatives associated with the sale of the existing public sanitary sewer system, none of the alternatives involve the construction of new sanitary sewer facilities that would result in new expenditures for Lower Makefield Township.

7.0 INSTITUTIONAL EVALUATION

7.1 Municipal Authority

Lower Makefield Township has an existing Municipal Authority, created under the PA Municipal Authorities Act. The existing sewer system is currently operated and maintained by Lower Makefield Township but is owned by the Lower Makefield Township Sewer Authority. The maintenance staff follows a routine schedule of maintaining pump stations, inspecting and cleaning manholes and sewers, and reading wastewater flow meters.

Lower Makefield Township has contracted out the billing of sewer rental charges to its customers to Bucks County Water and Sewer Authority (BCWSA). All Lower Makefield Township sewer customers receive and pay sewer bills through BCWSA.

The aging sewer infrastructure within Lower Makefield Township is in need of significant repairs. In addition, the conveyance system beyond the Township's sewer system, namely the Neshaminy Interceptor, is in need of significant repairs to manage and continue to meet current and future capacity demands. The Morrisville Municipal Authority WWTP is also in need of major upgrades and it has been proposed to potentially relocate the WWTP to another location to build a new WWTP capable of meeting the wastewater treatment demand and effluent limitations. As a result of the rising costs and significant long-term investments needed to continue to maintain the sanitary sewer system, Lower Makefield Township has decided to proceed with the sale of the sanitary sewer system.

7.2 Public Utility Commission

Aqua Pennsylvania Wastewater, Inc. prepared and submitted an application to the Pennsylvania Public Utility Commission (PUC) for the approval of the acquisition of the Lower Makefield Township public sanitary sewer system. The PUC is currently in the process of reviewing the application.

7.3 Sewage Management

In accordance with the Purchase Agreement between Lower Makefield Township and Aqua Pennsylvania Wastewater, Inc. (Aqua), Aqua has been performing all ongoing maintenance and repairs to the sanitary sewer system. Aqua has a proven history of maintaining public sanitary sewer systems similar in size to the Lower Makefield Township public sanitary sewer system. Aqua has adequate staff and resources to perform the necessary routine maintenance, repairs, and upgrades to the collection and conveyance system. Aqua will contract out repairs to its sanitary sewer conveyance system including pump station and force main improvement projects that their existing staff cannot handle in-house.

Aqua will assume responsibilities related to all water quality management permitting for sewer extensions and pump stations, compliance reporting including Annual Chapter 94 Reports, Corrective Action Plan Update Reports, reporting of any sanitary sewer overflows to PA DEP, and review of Sewage Facilities Planning Applications for new land development or connections. Aqua will execute these responsibilities in terms consistent with Township-approved Act 537 planning with the Township remaining the responsible party for approval and submission to the PA DEP for all Act 537 Planning efforts and applications.

Aqua will coordinate with both the Township and the DEP to ensure that any required Act 537 Sewage Facilities planning has been approved by the DEP prior to performing or authorizing the construction of any sanitary sewer extensions or pump stations. Aqua will also verify that the permitting of any sanitary sewer extensions or pump stations is consistent with the approved Act 537 planning. Aqua will also verify with both the Township and the DEP that any required sewage facilities planning for the proposed sanitary sewer facilities has been approved by the DEP.

Aqua will coordinate its review of any Act 537 Plan Sewage Facilities planning applications for new development or connections with the Township and its land development approval process. Aqua will review the collection and conveyance system capacity as part of all sewage facilities planning applications.

Aqua will be responsible for the review of all public sanitary sewer infrastructure that is proposed as part of a new land development project or other connections. Aqua will be the “Responsible Agent” for PA DEP Sewage Facilities Component 3 Planning Modules with respect to completing Sections J.1, J.2, and J.3 of Component 3 planning modules as Aqua is also the “Responsible Agent” for completing Annual Chapter 94 Reports.

Any blockages of sanitary sewer laterals that are in the private portion of the sanitary sewer lateral (behind right of way of a road or edge of a sanitary sewer easement) will remain the responsibility of the property owner.

Lower Makefield Township has existing intermunicipal agreements with Bucks County Water and Sewer Authority (BCWSA), Yardley Borough, and Morrisville Borough for the conveyance of wastewater to the Neshaminy Interceptor for treatment at the Philadelphia Water Department Northeast Pollution Control Center and treatment at the Morrisville Municipal Authority WWTP. Upon the sale of the Lower Makefield sanitary sewer system to Aqua, these agreements will be transferred to Aqua as the new owner of the Lower Makefield Township sanitary sewer system. Aqua will then be required to operate the sanitary sewer system in accordance with the established intermunicipal agreements. Copies of these agreements are included in Appendix D, G, and H.

All of the existing agreements concerning the public sanitary sewer system will be transferred to Aqua and as part of the transfer or assignment of the agreements, Aqua will assume all responsibilities and obligations of the existing agreements that are being transferred or assigned as part of the sale of the public sanitary sewer system. This includes the handling of any existing developer agreements for developments in progress which Lower Makefield Township has not taken dedication of at the time of the transfer of the public sanitary sewer system to Aqua.

7.4 Municipal Enforcement

Municipal Code Enforcement

Lower Makefield Township will continue to enforce compliance with the Lower Makefield Township Code of Ordinances governing sanitary sewer connections, oil and grease interceptors, and illicit discharges, including Chapter 150 related to Plumbing, Chapter 164 related to Sanitary Sewer Systems, and Chapter 166 related to Sewers.

Lateral Inspection Ordinance

Lower Makefield Township will continue to enforce compliance with Ordinance No. 421 adopted on December 4, 2019, known as the Lateral Inspection Ordinance. The Ordinance requires inspections of private sanitary sewer laterals prior to property title transfers, when the sanitary sewer main to which the lateral is connected is replaced or repaired, or upon inspection of the sanitary sewer system by the Township, its personnel or authorized agent(s). All Lower Makefield Township residents are required to comply with the Lateral Inspection Ordinance which will continue to be implemented after the sale of the Lower Makefield Township public sanitary sewer system to Aqua.

Individual Grinder Pump Stations – Oversight Agreements

In situations where individual grinder pump stations are required to be installed to service individual properties where the individual grinder pump station is part of the private lateral, Lower Makefield Township will continue to be a party to any PA DEP required

oversite agreements between Lower Makefield Township and the property owner. Aqua will not own or regulate any privately owned individual grinder pump stations that only service individual properties.

PA DEP Act 537 Sewage Facilities Planning

Lower Makefield Township will retain the authority for all PA DEP Sewage Facilities Planning obligations in accordance with Title 25, Section 71 of the Pennsylvania Code.

8.0 SELECTION OF ALTERNATIVE

8.1 No Action Alternative

The first alternative evaluated is the no action alternative in which Lower Makefield Township would not sell the sanitary sewer system. The existing sewer system is operated and maintained by Lower Makefield Township but is owned by the Lower Makefield Township Sewer Authority. The public sanitary sewer system is currently maintained and operated by the existing Township staff under the direction of the existing Township manager, public works director, and sanitary sewer engineer.

The aging sewer infrastructure within Lower Makefield Township is in need of significant repairs and maintenance to continue to serve its existing customers. The Township would need to secure the necessary funds to implement the large-scale engineering and construction projects to rehabilitate its critical infrastructure to reduce I&I and reduce overall flows to the Philadelphia Northeast Water Pollution Control Center and Morrisville Municipal Authority WWTP.

In addition, the conveyance system beyond the Township's sewer system, namely the Neshaminy Interceptor, is in need of significant repairs to manage and continue to meet current and future capacity demands. The Morrisville Municipal Authority WWTP is also in need of major upgrades and it is proposed to relocate the WWTP to another location to build a new WWTP capable of meeting the wastewater treatment demand and effluent limitations. As a result of the rising costs, significant long-term investments, and additional labor demands needed to continue to maintain the sanitary sewer system, Lower Makefield Township has decided to proceed with the sale of the sanitary sewer system.

8.2 Third Party Operation and Maintenance

The second alternative includes the option of contracting out the operation and maintenance of its pump station and gravity sanitary sewer collection and conveyance system to either another municipal authority such as Bucks County Water and Sewer Authority, or to a contracted operator. The evaluation included not only the costs associated with contracting out the work but more importantly the level of service provided to the public sanitary sewer customers of Lower Makefield Township. While contracting out operation and maintenance can alleviate the staffing burden on Lower Makefield Township, it does not address the rising costs and significant long-term investments necessary to continue to provide adequate sanitary sewer disposal to Lower

Makefield Township residents. Therefore, this alternative has not been selected, and Lower Makefield Township has decided to proceed with the sale of the sanitary sewer system.

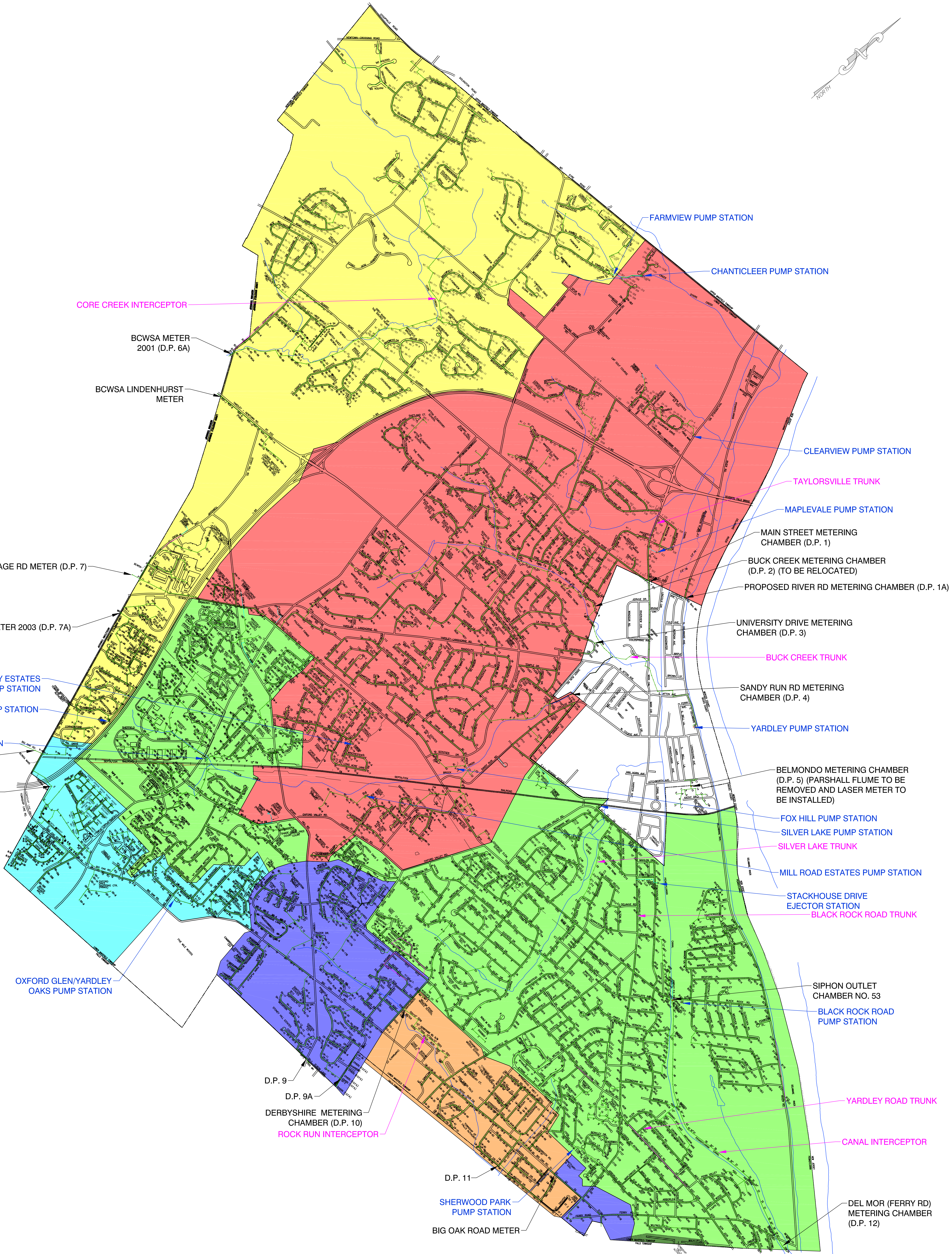
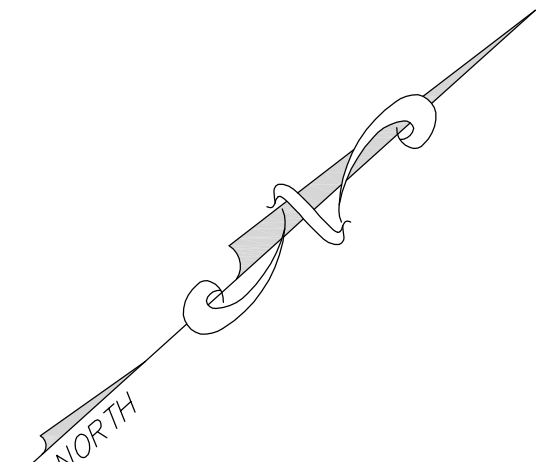
8.3 Sale of Sewer System

The third alternative evaluated is the option to sell the sanitary sewer system. Lower Makefield Township requested bids for the sale of the sanitary sewer system, and upon review and consideration of the submitted bids, Aqua Pennsylvania Wastewater, Inc. was selected.

The sale of the public sanitary sewer system will provide an economic benefit to Lower Makefield Township and its residents by limiting potential future rate increases, reducing the overall debt burden for the Township, and relieving the Township of the costs associated with the long-term operation and maintenance of the sanitary sewer system. Lower Makefield Township will be able to utilize the proceeds from the sale to pay down its existing debts.

Aqua will be able to address necessary infrastructure improvement projects by leveraging both its staff and outside partnerships not available to Lower Makefield Township. With the routine operation and maintenance activities transferred to Aqua, the existing Township staff will be able to further support other Township initiatives as needed.

APPENDIX A
GENERAL PLAN OF SANITARY SEWERS
AND SERVICE AREAS



CORE CREEK INTERCEPTOR

BCWSA METER 2001 (D.P. 6A)

BCWSA LINDENHURST METER

VILLAGE RD METER (D.P. 7)

BCWSA METER 2003 (D.P. 7A)

YARDLEY ESTATES PUMP STATION

BROOKSTONE PUMP STATION

HEACOCK RD PUMP STATION

BCWSA METER 2005 (D.P. 8)

REGENCY METER

OXFORD GLEN/YARDLEY OAKS PUMP STATION

D.P. 9

D.P. 9A

DERBYSHIRE METERING CHAMBER (D.P. 10)

ROCK RUN INTERCEPTOR

D.P. 11

SHERWOOD PARK PUMP STATION

BIG OAK ROAD METER

FARMVIEW PUMP STATION

CHANTICLEER PUMP STATION

CLEARVIEW PUMP STATION

TAYLORSVILLE TRUNK

MAPLEVALE PUMP STATION

MAIN STREET METERING CHAMBER (D.P. 1)

BUCK CREEK METERING CHAMBER (D.P. 2) (TO BE RELOCATED)

PROPOSED RIVER RD METERING CHAMBER (D.P. 1A)

UNIVERSITY DRIVE METERING CHAMBER (D.P. 3)

BUCK CREEK TRUNK

SANDY RUN RD METERING CHAMBER (D.P. 4)

YARDLEY PUMP STATION

BELMONDO METERING CHAMBER (D.P. 5) (PARSHALL FLUME TO BE REMOVED AND LASER METER TO BE INSTALLED)

FOX HILL PUMP STATION

SILVER LAKE PUMP STATION

SILVER LAKE TRUNK

MILL ROAD ESTATES PUMP STATION

STACKHOUSE DRIVE EJECTOR STATION

BLACK ROCK ROAD TRUNK

SIPHON OUTLET CHAMBER NO. 53

BLACK ROCK ROAD PUMP STATION

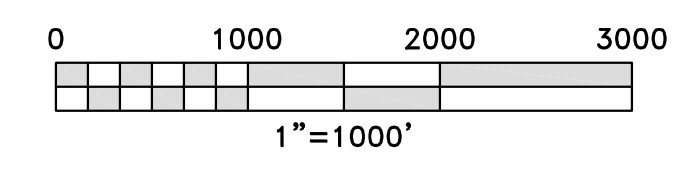
YARDLEY ROAD TRUNK

CANAL INTERCEPTOR

DEL MOR (FERRY RD) METERING CHAMBER (D.P. 12)

SEWER SERVICE AREA LEGEND

- CORE CREEK INTERCEPTOR (BCW&SA)
- MIDDLETOWN TOWNSHIP
- YARDLEY BOROUGH
- MORRISVILLE BOROUGH
- FALLS TOWNSHIP (CONTRACT AREA)
- FALLS TOWNSHIP (SERVICE AREA)



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Number	Description	Date	Drawn By	Project Engr.	Checked By	Scale	Job No.	Date	Drawing No.
3	UPDATED FOR 2021 ACT 537 PLAN	07/09/21							
2	ADDED REGENCY AT YARDLEY AND MATRIX TRACT SEWER LINES AND MANHOLES	02/05/19							
1	REVISION TO MORRISVILLE BOROUGH SERVICE AREA	08/31/18							

GENERAL PLAN OF SANITARY SEWERS WITH SEWER SERVICE AREAS FOR LOWER MAKEFIELD TOWNSHIP

Ebert Engineering, Inc.
Water and Wastewater Engineering

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Drawn By	Project Engr.	Checked By	Scale	Job No.	Date	Drawing No.
EMK	FEE	FEE	1"=1000'	068-001	05/16/18	1 OF 1

APPENDIX B – ASSET PURCHASE AGREEMENT

Execution Version

ASSET PURCHASE AGREEMENT

By and Between

The Township of Lower Makefield, Bucks County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of September 17, 2020

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of September ____, 2020 (the “Effective Date”), is made and entered into by and between the **Township of Lower Makefield**, Bucks County, a body corporate and politic, organized under the laws of the Commonwealth of Pennsylvania (the “Seller”), and **Aqua Pennsylvania Wastewater, Inc.**, (the “Buyer”), a Pennsylvania corporation.

WITNESSETH:

WHEREAS, the Seller, acting by and through its board of supervisors (the “Seller Board”), owns that certain sanitary wastewater collection and treatment system (the “System”) that provides sanitary wastewater service to various customers in the Township of Lower Makefield, Pennsylvania, and portions of Falls Township, Bucks County, Pennsylvania, as set forth on Schedule A (the “Service Area”); and

WHEREAS, prior to the Closing, the Seller intends to (i) terminate the Municipal Sewer Authority of the Township of Lower Makefield (the “Authority”) pursuant to Sections 5619 and 5622 of the Pennsylvania Municipal Authorities Act, (ii) take ownership of the System, to the extent any parts of the System or System improvements are not already owned by the Seller, and (iii) assume all obligations of the Authority, to the extent any obligations of the Authority exist and are outstanding on the Effective Date;

WHEREAS, Buyer is a regulated public utility that furnishes water and wastewater service to the public in various counties throughout Pennsylvania; and

WHEREAS, Buyer, in reliance upon the representations, warranties and covenants of the Seller in this Agreement, desires to purchase and acquire from the Seller, and the Seller, in reliance upon the representations, warranties and covenants of Buyer in this Agreement, desires to sell, transfer and convey to Buyer all of the assets of the System (other than the Excluded Assets), and in connection therewith, Buyer has agreed to assume certain ongoing obligations and liabilities of the Seller related to such acquired assets, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants, and agreements in this Agreement, the receipt and sufficiency of which are acknowledged, intending to be legally bound, the Parties agree as follows:

ARTICLE I.

DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement (unless otherwise specified in this Agreement), have the meanings set forth in this Article I:

“**Acquired Assets**” has the meaning specified in Section 2.01.

“**Affiliate**” means, when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with (which include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person is deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (and for purposes of this definition, a managed fund or trust is deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust is deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

“**Agreement**” has the meaning specified in the Preamble to this Agreement (and includes all Schedules and Exhibits referred to herein), as amended, modified and supplemented from time to time in accordance with the terms hereof.

“**ALTA**” has the meaning specified in Section 2.03.

“**Assigned Contracts**” has the meaning specified in Section 2.01(c).

“**Assignment and Assumption Agreement**” has the meaning specified in Section 13.02(c).

“**Assumed Liabilities**” has the meaning specified in Section 2.04(a).

“**Authorizations and Permits**” mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, adjudications, variances, waivers and approvals currently in effect issued or granted by Governmental Authorities, including without limitation, environmental permits, operating permits and approvals that are held by the Seller that primarily relate directly or indirectly to the operation of the System, including those set forth in Schedule 4.13.

“**Business Day**” means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the Commonwealth of Pennsylvania or the United States government.

“**Buyer**” has the meaning specified in the Preamble of this Agreement.

“**Buyer Fundamental Representations**” has the meaning specified in Section 8.01.

“**Buyer Indemnified Persons**” has the meaning specified in Section 8.02.

“**CERCLA**” means the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended.

“**Closing**” means the consummation of the sale and purchase of the Acquired Assets and assumption of the Assumed Liabilities, the release/waiver of liabilities and the other transactions contemplated by this Agreement, all in accordance with the terms and conditions of this Agreement and as provided for in Article XIII.

“**Closing Date**” has the meaning specified in Section 13.01.

“**Closing Effective Time**” has the meaning specified in Section 13.01.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Confidential Information**” means any information about Buyer, Seller or the System related to the transactions contemplated by this Agreement; provided, however, that such term does not include information which the receiving Party can demonstrate (a) is generally available to or known by the public other than as a result of improper disclosure by the receiving Party, (b) is obtained by the receiving Party from a source other than the disclosing Party, provided that such source was not bound by a duty of confidentiality to the disclosing Party with respect to such information, or (c) is legally in the public domain.

“**Corrective Action Plan**” means that Corrective Action Plan submitted by the Seller to the PaDEP on September 21, 2017, which was approved by means of the Seller’s Act 537 Plan on November 5, 2018.

“**Customer Sewer Laterals**” has the meaning specified in Section 2.02(b).

“**Easements**” means all easements, rights of way, licenses, use agreements, occupancy agreements, leases and other agreements and appurtenances for and over the real property of third parties that are necessary for and used in connection with the operation of the System or to provide continuous rights of way for the Acquired Assets (including access thereto).

“**Effective Date**” has the meaning specified in the Preamble.

“**Environment**” means soil, surface waters, ground waters, land, stream sediments, flora, fauna, surface or subsurface strata and ambient air.

“**Environmental Claims**” means all notices of investigations, warnings, notice letters, notices of violations, Liens, orders, claims, demands, suits or administrative or judicial actions for any injunctive relief, fines, penalties, third party claims, or other claims asserting violations of Environmental Requirements or responsibility for Environmental Liabilities.

“**Environmental Conditions**” means the Release of Hazardous Materials or the presence of Hazardous Materials on, in, under or within any property (including the presence in the Environment), other than the presence of Hazardous Materials in locations and at concentrations that are naturally occurring.

“**Environmental Liabilities**” means any legal obligation or liability arising under Environmental Requirements or related to or arising out of any Environmental Condition, including those consisting of or relating to any (a) duty imposed by, breach of or noncompliance

with any Environmental Requirements; (b) environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of Hazardous Materials); (c) Remedial Action undertaken by any Person; (d) bodily injury (including illness, disability and death, and regardless of when any such bodily injury occurred, was incurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real or personal property), or other losses or damages incurred by any other Person (including any employee or former employee of such Person); (e) any injury to, destruction of, or loss of natural resources, or costs of any natural resource damage assessments; (f) exposure of any Person to any Hazardous Materials; and (g) the presence or Release of any Hazardous Materials.

“Environmental Requirements” mean all present Laws (including common law), regulations, legally binding or otherwise enforceable requirements and Authorizations and Permits relating to human health, pollution, or protection of the Environment (including ambient air, surface water, ground water, land surface or surface strata), including (i) those relating to emissions, discharges, Releases, or threatened Releases of Hazardous Materials, and (ii) those relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, release, recovery, transport or other handling of Hazardous Materials. Without limiting the foregoing, the term **“Environmental Requirements”** includes (1) CERCLA; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Sections 11001-11050; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901-6992k (**“RCRA”**); the Safe Drinking Water Act, 42 U.S.C. Sections 300f to 300j-26; the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2692; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101-5127; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387; the Oil Pollution Act of 1990, 33 U.S.C. Sections 2701--2761; the Clean Air Act, 42 U.S.C. Sections 7401-7671q; the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011 et seq.; the Low Level Radioactive Waste Policy Act, as amended, 42 U.S.C. Section 2021b et seq.; the Occupational Safety and Health Act, 29 U.S.C. Sections 651-678, and the regulations promulgated pursuant to the above-listed federal statutes, and (2) counterpart Laws and regulations promulgated or issued by any state or local Governmental Authority, specifically including the Pennsylvania Storage Tank and Spill Prevention Act of 1989 (35 Pa. C.S.A. § 6021.101 *et. seq.*).

“EPA” means the United States Environmental Protection Agency, or a successor Governmental Authority with substantially similar power and authority thereto.

“Equipment and Machinery” means (i) all the equipment, tangible personal property, machinery, office furniture and equipment, fixtures, tooling, spare maintenance or replacement parts, environmental testing equipment, and vehicles owned or leased by the Seller (including all leases of such property), which are primarily used in the operation of the System, (ii) any rights of the Seller to warranties applicable to the foregoing (to the extent assignable), and licenses received from manufacturers and Seller of any such item, and (iii) any related claims, credits, and rights of recovery with respect thereto, including those set forth on Schedule 4.10.

“Excluded Assets” has the meaning specified in Section 2.02.

“Excluded Liability” or **“Excluded Liabilities”** means all liabilities other than Assumed Liabilities.

“Files and Records” means all files and records of the Seller primarily relating to the System, whether in hard copy or magnetic or other format including customer and supplier records, customer lists (both current and prospective), customer billing records, manuals, books, files, records, engineering data, procedures, systems, instructions, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and advertising material, computer software, and records relating to the System, and whether stored on-site or off-site.

“Final Order” means a Governmental Approval by a Governmental Authority as to which (a) no request for stay of the action is pending, no such stay is in effect and if any time period is permitted by statute or regulation for filing any request for such stay, such time period has passed, (b) no petition for rehearing, reconsideration or clarification of the action is pending and the time for filing any such petition has passed, (c) such Governmental Authority does not have action under consideration on its own motion and (d) no appeal to a court or administrative tribunal or a request for stay by a court or administrative tribunal of the Government Authority’s action is pending or in effect and the deadline for filing any such appeal or request for stay has passed.

“Governmental Approval” means any consent, approval, authorization, notice, filing, registration, submission, reporting, order, adjudication or similar item of, to or with any Governmental Authority.

“Governmental Authority” or **“Governmental Authorities”** means any court, department, commission, board, bureau, municipality, municipal authority (established pursuant to the Pennsylvania Municipal Authorities Act of the Commonwealth of Pennsylvania), agency or instrumentality of the United States, any state, county, city or political subdivision thereof, or any foreign governmental body, including without limitation, the PaPUC, the EPA, PaDEP, and Seller Board.

“Hazardous Materials” means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, residual waste, solid waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Requirements or which is classified as hazardous or toxic under applicable Environmental Requirements (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

“Indemnified Party” means any Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, entitled to indemnification pursuant to Article VIII.

“Indemnifying Party” means a Party which is obligated to indemnify the Buyer Indemnified Persons or the Seller Indemnified Persons, as applicable, pursuant to Article VIII.

“Insurable Claim” has the meaning specified in Section 6.02(e).

“Knowledge” when used to qualify or limit a Party’s representations or warranties means the knowledge of such Party’s Representatives who are engaged in a material way in the performing the functions of such Party with respect to which the representations are made, after conducting a reasonable investigation and inquiry with respect to the subject matter of the representation.

“Law” means any applicable law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, adjudication, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

“Liability Cap” has the meaning specified in Section 8.05(c).

“Lien” means any lien in a fixed and ascertainable monetary sum, or any pledge, mortgage, deed of trust or security interest securing a fixed and ascertainable monetary sum, or any charge or claim in a fixed and ascertainable monetary sum. In addition, in connection with Real Property, any item otherwise falling within the definition of a “Lien” must be filed of record by the responsible Party in accordance with the terms of this Agreement.

“Loss” means any and all losses, liabilities, obligations, damages, penalties, interest, Taxes, claims, actions, demands, causes of action, judgments, reasonable attorneys’, consultants’ and other professional fees, and all other reasonable costs and expenses sustained or incurred in investigating, preparing or defending or otherwise incident to any such claim, action, demand, cause of action or judgment or the enforcement of a Party’s rights under Article VIII; except that **“Losses”** do not include punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party in respect of a Third Party Claim.

“Material Adverse Effect,” means a material adverse effect on the business, financial condition or results of operations of the System; provided, however, that no effect arising out of or in connection with or resulting from any of the following will be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting the real estate, financial services, construction, water utility or sewer utility industries generally; (iv) any existing event, circumstance, condition or occurrence of which the Buyer has Knowledge as of the Effective Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated by this Agreement; and (vi) negligence, intentional misconduct or bad faith of the Buyer or its Representatives.

“Missing Easements” means, as of any particular date, each Easement that is for or used in connection with the operation of the System or to provide continuous and unimpeded rights of

way for the Acquired Assets (including access thereto) that either (a) has not been obtained by Seller and is for or used in connection with the operation of the System or (b) if such Easement has been obtained by Seller, such Easement is unrecorded or such Easement is not sufficient to operate the System as currently conducted.

“MMA Agreement” means that agreement dated September 1, 1977 by and among Municipal Authority of the Borough of Morrisville, Borough of Yardley, Yardley Borough Sewer Authority, Township of Lower Makefield and Municipal Sewer Authority of the Township of Lower Makefield providing for the treatment and disposal of sewage and waste collected by the Yardley Authority and Lower Makefield Authority by the Morrisville Authority, as amended from time to time.

“Outside Date” means 365 days after the date the application to the PaPUC is accepted as complete by the PaPUC and the statutory six (6) month consideration period is initiated for a regulated utility.

“PaDEP” means the Pennsylvania Department of Environmental Protection, or any successor Governmental Authority with substantially similar powers thereto.

“PaPUC” means the Pennsylvania Public Utility Commission, or any successor Governmental Authority with substantially similar powers thereto.

“Party” means Buyer or the Seller and the term “Parties” means collectively Buyer and the Seller.

“PCB Equipment” means PCB equipment as defined in 40 C.F.R. Part 761.

“Pending Development Plan” means any project for the development of real property which is the subject of a subdivision or land development plan that has been submitted to Seller for approval, or for which Seller already has granted approval but which has yet to be constructed, pursuant to the Pennsylvania Municipal Planning Code as of the Effective Date (and as updated before the Closing Date).

“Permitted Liens” means (a) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property and Easements as disclosed on Schedule 4.09; (c) other than with respect to Real Property owned by Seller, Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; (d) other imperfections of title or Liens, if any, that have not had, and would not have, a Material Adverse Effect; and (e) any encumbrances identified in the Title Commitment not identified in the Objection Notice in accordance with the procedures and deadlines prescribed in Section 6.02(a).

“Person” means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

“**Purchase Price**” has the meaning specified in Section 3.01.

“**Real Property**” means those certain parcels of land, with buildings, improvements and Equipment and Machinery thereon or therein, that are part of the System and fee simple title to which owned by Seller.

“**Regulated Asbestos Containing Material**” means regulated asbestos containing material as defined by 40 C.F.R. § 61.141.

“**Release**” means any actual or threatened spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, or release or migration of Hazardous Materials into the Environment, including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Materials.

“**Remedial Action**” means any and all actions to (a) investigate, clean up, remediate, remove, treat, contain or in any other way address any Hazardous Materials in the Environment, (b) prevent the Release or threat of Release or minimize the further Release of any Hazardous Materials so it does not migrate or endanger public health or welfare or the indoor or outdoor Environment, and (c) perform pre-remedial studies and investigations and post-remedial monitoring, maintenance and care. The term “**Remedial Action**” includes any action which constitutes (i) a “removal”, “remedial action” or “response” as defined by Section 101 of CERCLA, 42 U.S.C. §§ 9601(23), (24), and (25); (ii) a “corrective action” as defined in RCRA, 42 U.S.C. § 6901 et seq.; or (iii) a “response” or “interim response” as defined in the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.103.

“**Representative**” means, with respect to any Party, any director (including, in the case of Seller, any member of the Seller Board), officer, employee, official, lender mortgagee, financier, provider of any financial instrument (or any agent or trustee acting on their behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its “Representative.”

“**Schedules**” means the disclosure schedules delivered by Seller and Buyer, respectively, concurrently with the execution and delivery of this Agreement, and as may be supplemented and updated pursuant to Sections 9.03 and 10.04. Any disclosure set forth on any particular Schedule is deemed disclosure in reference to all Schedules comprising the Schedules to which such disclosure is reasonably apparent.

“**Seller**” has the meaning specified in the Preamble of this Agreement.

“**Seller Board**” has the meaning specified in the recitals to this Agreement.

“**Seller Fundamental Representations**” has the meaning specified in Section 8.01.

“**Seller Indemnified Persons**” has the meaning specified in Section 8.03.

“**Seller Permits**” means the permits set forth on Schedule 4.13.

“Seller’s Benefit Obligations” means all material obligations, arrangements, or practices, whether or not legally enforceable, to provide benefits, other than salary or wages to present or former directors, employees or agents, (other than obligations, arrangements and practices that are Seller’s Plans), that are owed, adopted or followed by the Seller. “Seller’s Benefit Obligations” also include consulting agreements under which the compensation paid does not depend upon the amount of service rendered, sabbatical policies, severance payment policies and fringe benefits within the meaning of Code §132.

“Seller’s Plans” means each voluntary employees’ beneficiary association under Section 501(c)(9) of the Code whose members include any Personnel, any “employee benefit plans” within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, or any other retirement, profit sharing, stock option, stock bonus, deferred compensation (including any “nonqualified deferred compensation plan” within the meaning of Section 409A of the Code), severance, sick leave or other material plan or arrangement providing benefits to current or former Personnel, in each case, if either currently in effect or terminated within the last six (6) years, to which the Seller is a plan sponsor or to which the Seller otherwise contributes or has contributed within the last six (6) years, or in which the Seller otherwise participates or has participated within the last six (6) years.

“Service Area” has the meaning specified in the recitals to this Agreement.

“Supplies” means all lubricants, spare parts, fuel, chemicals, raw materials, and other supplies and inventory, and all rights to warranties received from suppliers with respect to the foregoing, and related claims, credits, and rights of recovery with respect thereto.

“System” has the meaning specified in the recitals to this Agreement and includes the Acquired Assets and excludes the Excluded Assets.

“System Improvements” has the meaning specified in Section 7.08(a).

“Taxes” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

“Threshold Amount” has the meaning specified in Section 8.05(a).

“Title Commitment” has the meaning specified in Section 6.01.

“Title Company” has the meaning specified in Section 6.01.

“Title Policy” has the meaning specified in Section 2.03.

“UCC Search” has the meaning specified in Section 6.04.

“Unscheduled Real Property” has the meaning specified in Section 6.06.

“Utility Valuation Expert” means an expert that has applied and has been approved by the PaPUC and is currently, at the time of this Agreement, on the list of approved appraisers maintained by the PaPUC.

ARTICLE II.

TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

Section 2.01. Purchase and Sale of Acquired Assets

Subject to the terms and conditions set forth in this Agreement, at Closing, Buyer shall purchase from the Seller and the Seller shall sell, transfer, assign and deliver to Buyer, free and clear of all Liens except for Permitted Liens, all of Seller's right, title and interest in and to all assets, facilities, business, goodwill, properties and rights of the Seller of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in, the System, or otherwise related to, or arising out of the operation or conduct of the System (whether or not any such assets have any value for accounting purposes or are carried or reflected on the books or financial records of the Seller), but in all cases other than the Excluded Assets (the foregoing collectively referred to as the "Acquired Assets"), including:

(a) all real property and appurtenant interests necessary for the operation of the System, including without limitation (i) good and marketable fee simple title to the Real Property as set forth on Schedule 4.09, and (ii) all Easements, including without limitation those identified on Schedule 4.09;

(b) all sanitary wastewater related treatment and conveyance facilities, including but not limited to the Seller's (i) assets set forth on Schedule 2.01(b), (ii) sewage lift and pump stations, and (iii) all collection system mains (whether gravity or force mains), laterals (from the collection system main to the edge-of-road or curb-line when the main is located within a public right-of-way or the edge of an easement where the main is located within private property), generators, manholes, and other related appurtenances and any billing and collections related assets necessary to own and operate the System;

(c) all contracts, licenses and leases identified on Schedule 4.14 to which the Seller is a party, including without limitation, all construction contracts, surety bonds, operation and maintenance agreements, management agreements, reserved capacity agreements, architect agreements and consultant agreements, relating to vehicles and other items of personal property (the "Assigned Contracts");

(d) all Supplies;

(e) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment, including without limitation those items set forth on Schedule 4.10;

(f) all prepaid expenses and security deposits paid by Seller;

(g) all Files and Records;

(h) all Authorizations and Permits of or held by the Seller (to the extent transferrable to Buyer under Law), including all Authorizations and Permits which are environmental permits, the Seller Permits, other operating permits and those items set forth on Schedule 4.13; and

(i) all goodwill of the System.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING ANY REPRESENTATION REGARDING THE FUTURE PROFITABILITY OR FUTURE EARNINGS PERFORMANCE OF THE ACQUIRED ASSETS OR THE SYSTEM OR ANY FUTURE RATEMAKING THAT MAY BE ALLOWED BY THE PAPUC FOR ANY OF THE ACQUIRED ASSETS. NOTWITHSTANDING THE FOREGOING, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE VALID UNTIL THE TIME OF CLOSING.

Section 2.02. **Excluded Assets**

Notwithstanding anything in the Agreement to the contrary, the Acquired Assets do not include the following (the "Excluded Assets"):

- (a) all contracts, licenses and leases that are not Assigned Contracts;
- (b) any and all connecting facilities originating from Seller's terminus point of collection facilities at the edge-of-road or curb-line or edge of an easement to and throughout the customer's property (the "Customer Sewer Laterals"), including any grinder pumps;
- (c) any and all piping and fixtures internal to each individual customer structure (whether residential, commercial, industrial or other customer classes/types);
- (d) the seals, organizational documents, minute books, Tax returns, books of account or other records having to do with the organization of Seller and all employee-related or employee benefit-related files or records;
- (e) cash (including any cash resulting from the payment to the Seller for EDUs received on or before the Closing Date) and cash equivalents, including accounts receivable and existing financial security guaranteeing installation of public improvements (including sewer facilities);
- (f) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;
- (g) all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;
- (h) all assets, properties and rights used by Seller other than those which primarily relate to the ownership and operation of the System;
- (i) the assets, properties and rights specifically set forth on Schedule 2.02(i);

(j) all municipal separate storm sewer system (“MS4”) assets and stormwater assets of the Seller (and any related NPDES permits); and

(k) the rights which accrue or will accrue to Seller under this Agreement and any related agreement, exhibit or schedule.

Section 2.03. Sale Free of Liens

After Buyer fulfills its obligations pursuant to Section 3.01(a), on the Closing Date, the Acquired Assets will be free and clear of all Liens other than Permitted Liens. The Seller shall convey such Acquired Assets by appropriate special warranty or other deed (subject to Section 6.02(c)), bills of sale, endorsements, assignments and other instruments of transfer or conveyance described in the Agreement, or by transfer documents satisfactory in form and substance reasonably acceptable to Buyer and Seller and their counsel in their reasonable discretion. At Closing, Buyer shall cause the Title Company to insure the Real Property, at the Title Company’s filed rates, as a good and marketable title, free and clear of all Liens and exceptions to coverage, except for the Permitted Liens, pursuant to an owner’s policy of title insurance on the American Land Title Association’s (“ALTA”) Owner’s Form 2006, subject to the terms of Section 6.02 (the “Title Policy”).

Section 2.04. Assumption of Liabilities

(a) On the terms and subject to the conditions set forth in this Agreement and excluding the Excluded Liabilities, Buyer shall assume and agrees to pay, perform and discharge when due any and all liabilities and obligations of the Seller (1) arising under the Seller Permits (arising from, related to, or based on events or circumstances occurring on or after the Closing Date), (2) arising under the Corrective Action Plan on or after the Closing and (3) arising out of or relating to the System or the Acquired Assets on or after the Closing, defined as the following:

(i) All liabilities and obligations under the Assigned Contracts (which contain all capacity rights with other municipal entities for treatment of sewage) and Authorizations and Permits resulting from events that occur or conditions that arise on or after the Closing;

(ii) any litigation initiated against Seller related to the System or the Acquired Assets resulting from events that occur on or after the Closing;

(iii) all liabilities and obligations for Taxes relating to the System, its operation, the Acquired Assets and the Assumed Liabilities attributable to the period beginning on the Closing Date; and

(iv) all other liabilities and obligations arising out of or relating to Buyer’s ownership or operation of the System and the Acquired Assets on or after the Closing (all of the aforementioned liabilities in this Section 2.04(a) are referred to as the “Assumed Liabilities”).

(b) Buyer neither assumes nor takes liability for any Excluded Liabilities. For the avoidance of doubt, all liabilities and obligations related to Seller's Plans and Seller's Benefit Obligations are Excluded Liabilities.

Section 2.05. **Further Assurances** At any time and from time to time after the Closing Date, the Seller shall, upon the request of Buyer, and Buyer shall, upon the request of the Seller, at the cost of requesting Party, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate, (a) the sale, conveyance, transfer, assignment and delivery hereunder of the Acquired Assets to Buyer, (b) the assumption by Buyer of any of the Assumed Liabilities, (c) performance by the Parties of any of their other respective obligations under this Agreement, (d) the vesting in Buyer of all right, title and interest in the Acquired Assets and the System as provided in this Agreement, and (e) any other matters reasonably requested by a Party to carry out the provisions, purposes and intent of this Agreement.

Section 2.06. **Certain Transfers; Assignment of Contracts**

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.06(a), Section 2.06(b) and Section 12.01(b), to the extent that the sale, transfer, assignment, conveyance and delivery, or attempted sale, transfer, assignment, conveyance and delivery, to Buyer of any Assigned Contract or other Acquired Asset would result in a violation of Law, or would require the consent, authorization, approval or waiver of any Person (other than the Parties), including any Governmental Authority, and such consent, authorization, approval or waiver has not been obtained before the Closing, this Agreement shall not constitute a sale, transfer, assignment, conveyance and delivery, or an attempted sale, transfer, assignment, conveyance and delivery, thereof (any such Acquired Asset, a "Nonassignable Asset"). Following the Closing, the Seller, the Seller and the Buyer shall use its commercially reasonable efforts (at the cost and expense of the Party that is responsible for compliance with such Law or obtaining such consent, authorization, approval or waiver), and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution, novation or amendment required to sell, transfer, assign, convey and deliver any such Nonassignable Asset to Buyer; except that in no event will Buyer be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, the Seller shall sell, transfer, assign, convey and deliver to Buyer the relevant Acquired Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Any applicable sales, transfer and other similar Taxes in connection with such sale, transfer, assignment, conveyance and delivery shall be paid one-half (50%) by Buyer and one-half (50%) by the Seller.

(b) Until such time as a Nonassignable Asset is transferred to Buyer pursuant to this Article II, Buyer and the Seller shall cooperate in any commercially reasonable and economically feasible arrangements (such as subleasing, sublicensing or subcontracting) to provide to the Parties the economic and, to the extent permitted under Law, operational equivalent of the transfer of such Nonassignable Asset to Buyer at the Closing and the performance by Buyer of its obligations with respect thereto, and so long as the Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under Law and

the terms of any applicable contract that constitutes a Nonassignable Asset, as agent or subcontractor for the Seller, pay, perform and discharge the liabilities and obligations of the Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would constitute Assumed Liabilities if the applicable consent or approval had been obtained on or before the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, the Seller shall hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by the Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the Effective Date and before the Closing, Buyer identifies any contract to which the Seller is a party which is not identified on Schedule 4.14 as an Assigned Contract as of the Effective Date, and Buyer reasonably determines such contract is necessary to the operation of the System, Buyer shall give notice of such determination to the Seller and the Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.14 identifying such contract, and such contract will thereafter constitute and be deemed an Assigned Contract for all purposes hereunder.

(d) If, during the twelve (12) month period following the Closing Date, Buyer identifies any contract to which the Seller was a party as of the Closing and which (i) was not set forth on or properly identified on Schedule 4.14 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, the Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract will be deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE AND ADDITIONAL CONSIDERATION

Section 3.01. Purchase Price and Additional Consideration

The purchase price for the Acquired Assets is Fifty Three Million Dollars (\$53,000,000) (the "Purchase Price") which Buyer shall pay as follows at Closing:

(a) Buyer shall pay Three Million Dollars (\$3,000,000) to Seller as a deposit on account of the Purchase Price (the "Deposit") upon the earlier to occur of: (1) the third business day following Buyer's receipt of notice from the PaPUC that the application to the PaPUC for the transaction contemplated by this Agreement has been conditionally accepted; and (2) December 15, 2020. The Deposit shall be governed as follows:

(i) Subject to subparagraph (ii) below, Seller shall be free to use the Deposit upon receipt as it determines in Seller's sole discretion.

(ii) In the event that this Agreement is terminated for any reason, Seller shall return the Deposit to Buyer within ninety (90) days following the effective date of termination per Section 14.01, provided, however, if the Agreement is terminated by Seller pursuant to Section 14.01(c), then Seller shall be permitted to offset against Seller's obligation to refund the Deposit any damages recoverable by Seller per the terms of this Agreement.

(iii) The obligation to refund the Deposit hereunder shall be a general obligation of Seller and shall not be subject to the Threshold Amount or the Liability Cap set forth in Section 8.05.

(b) Subject to any adjustment in Purchase Price resulting from the proration procedures set forth in Section 3.01(c), Buyer shall pay to the Seller at Closing by wire transfer of immediately available funds the balance of the Purchase Price (i.e., after accounting for the Deposit) to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date; and

(c) Final Billing: The Buyer is entitled to all customer billings with respect to sanitary wastewater customers' services for the period on or after the Closing Effective Time, and the Seller is entitled to all such billings before the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to credit the Purchase Price for the appropriate Party on the Closing Date.

Section 3.02. **Fair Consideration**

The Parties acknowledge and agree that the consideration provided for in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's-length good faith negotiations between the Parties and their respective Representatives.

Section 3.03. **Transfer Taxes**

Any and all deed stamps or transfer Taxes which may be due the Commonwealth of Pennsylvania or any political subdivision in connection with the sale, transfer, assignment, conveyance and delivery hereunder of the Acquired Assets to Buyer (collectively, "Transfer Taxes"), will be paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller. The terms hereof shall survive Closing.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller makes only the specified representations and warranties as to each of them which are set forth in this Article IV.

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, the Seller represents and warrants, as of the

Effective Date (except to the extent any of the following representations and warranties specifically apply to or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 4.01. **Organization**

The Seller is a body corporate and politic, duly organized and existing under the laws of the Commonwealth of Pennsylvania.

Section 4.02. **Power and Authority**

The Seller (i) duly adopted the ordinance(s) or resolutions authorizing the transactions contemplated by this Agreement, which is in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement and (iii) duly authorized and approved the performance by the Seller of its obligations contained in this Agreement. The Seller has all requisite power and authority to own, lease and operate the Acquired Assets and the System and have the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms of this Agreement.

Section 4.03. **Enforceability**

This Agreement has been duly authorized, executed and delivered by the Seller and constitutes a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 4.04. **No Conflict or Violation**

The execution and delivery of this Agreement by the Seller, the consummation of the transactions contemplated by this Agreement and the performance by the Seller of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Seller under (i) any Law or (ii) any agreement, instrument or document to which the Seller is a party or by which it is bound.

Section 4.05. **Consents and Approvals**

Schedule 4.05 sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by the Seller or the performance by the Seller of its obligations hereunder.

Section 4.06. **Undisclosed Liabilities**

Except as set forth in Schedule 4.06, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Acquired Assets or the System that would be required to be set forth on a balance sheet prepared under generally accepted accounting principles

applicable to municipalities, other than liabilities incurred in the ordinary course that could not reasonably be expected to have a Material Adverse Effect.

Section 4.07. **Absence of Certain Changes or Events**

Except as set forth on Schedule 4.07, since December 31, 2017, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect and the Seller has operated and maintained the System since December 31, 2017 in the ordinary course.

Section 4.08. **Tax Matters**

Except as set forth in Schedule 4.08 or as would not have a Material Adverse Effect, (i) the Seller has timely paid all Taxes that may have been or may be due and payable by the Seller on or before the Closing Date, arising from the ownership or operation of the Acquired Assets or the System on or before the Closing Date; (ii) no Taxing authority has asserted any claim against the Seller for the assessment of any additional Tax liability or initiated any action or proceeding which could result in such an assertion; and (iii) the Seller has made all withholding of Taxes required to be made under all Laws and regulations, including without limitation, withholding with respect to compensation paid to employees, and the amounts withheld have been properly paid over to the appropriate Taxing authorities.

Section 4.09. **Real Property and Easements**

Schedule 4.09 identifies all of Seller's rights in and to Real Property and Easements Seller owns and uses in the operation of the System. Seller does not lease (as lessee) any real property that is used in the operation of the System. There are no pending condemnation proceedings relating to any of the Real Property or Easements. Seller has not received any written threats of any condemnation proceedings and, to the Knowledge of Seller, no such proceedings are threatened. Seller has not received any written notices of any violations of any Law from any Governmental Authority with respect to the Real Property or the Easements which has not been cured in all material respects and, to Seller's Knowledge, no such violations of Law exist. With respect to the Real Property (i) there are no leases, options, rights of reversions or other rights of use or rights to acquire the Real Property held by third parties, (ii) Seller is in sole possession of the Real Property, and (iii) to Seller's Knowledge there are no encroachments either way across the boundary of the Real Property, nor any dispute with adjacent real property owners over the location of boundaries or potential claims adverse to title. With respect to each Easement, (i) there are no leases, options, rights of reversions or other rights of use or rights to acquire the Easement held by third parties, and (ii) to Seller's Knowledge there are no disputes with adjacent real property owners of the owners of the real property encumbered by the Easement over the location of boundaries or potential claims adverse to title.

Section 4.10. **Equipment and Machinery**

All Equipment and Machinery included in the Acquired Assets is set forth on Schedule 4.10. Except as set forth in Schedule 4.10, the Seller has good title, free and clear of all Liens (other than the Permitted Liens and Liens which are released on or before Closing) to the Equipment and Machinery owned by Seller.

Section 4.11. **Seller's Personnel**

(a) The Seller has not, in the past five (5) years, effectuated:

(i) a “plant closing” (as defined in the Worker Adjustment and Retraining Notification Act (“WARN Act”)) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the System; or

(ii) a “mass layoff” (as defined in the WARN Act) affecting any site of employment or facility of the System; nor has the System been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local Law.

None of the Personnel has suffered an “employment loss” (as defined in the WARN Act) during the previous six months.

Section 4.12. **Environmental Compliance**

Except as set forth in Schedule 4.12 or that otherwise could not be expected to have a Material Adverse Effect:

(a) To the Seller's Knowledge, the System as currently operated by the Seller and all operations and activities conducted by the Seller with respect to the System are in compliance in all material respects with all applicable Environmental Requirements.

(b) To the Seller's Knowledge, the Seller has generated, used, handled, treated, stored and disposed of all Hazardous Materials in (i) compliance in all material respects with all applicable Environmental Requirements and (ii) a manner that has not given, and could not reasonably be anticipated to give, rise to Environmental Liabilities.

(c) Except as has been disclosed to Buyer on Schedule 4.12, the Seller has not received notice of any Environmental Claims related to the System that have not been fully and finally resolved, and to the Knowledge of Seller no claims of Environmental Liabilities have been threatened allegedly arising from or relating to the System that have not been fully and finally resolved.

(d) To Seller's Knowledge, there has been no Release of Hazardous Materials at, on or from any part of the System or the Acquired Assets, in each case in a manner that violates any Environmental Requirements or has resulted in, or could reasonably be anticipated to give rise to, Environmental Liabilities which has not been appropriately resolved pursuant to applicable Environmental Requirements.

(e) No Lien or activity use limitation or institutional control has been recorded affecting any Acquired Assets by any Governmental Authority due to either the presence of any Hazardous Material on or off the Acquired Assets or a violation of any Environmental Requirement except as has been disclosed by Seller to Buyer.

(f) Seller is not aware of any underground storage tanks on or at any of the Acquired Assets. To the Seller's Knowledge, any underground storage tanks previously located at the Acquired Assets have been removed or otherwise closed, plugged and abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure.

(g) To the Seller's Knowledge, there is no PCB Equipment on or at any of the Acquired Assets.

(h) To the Seller's Knowledge, there is no Regulated Asbestos Containing Material in or on the Acquired Assets.

(i) The Seller has delivered to Buyer (1) all material environmental site assessments pertaining to the System it is aware of, (2) all material compliance audits or compliance assurance reviews prepared within the previous five (5) years relating to compliance with Environmental Requirements by the System, and (3) all documents pertaining to, any known and unresolved Environmental Liabilities incurred in relation to the System, to the extent possessed by or under the reasonable control of the Seller.

Section 4.13. **Authorizations and Permits**

Schedule 4.13 sets forth the Authorizations and Permits of the Seller. The Seller has made true and complete copies of all Authorizations and Permits available to Buyer. Except as set forth on Schedule 4.13, the Seller is in compliance in all material respects with all terms, conditions and requirements of all Authorizations and Permits, except in each case where such violation or failure, individually or in the aggregate, would not have a Material Adverse Effect, and no proceeding is pending or, to the Knowledge of the Seller threatened relating to the revocation or limitation of any of the Authorizations or Permits, other than those revocations or limitations which do not individually or in the aggregate have a Material Adverse Effect.

Section 4.14. **System Contracts**

(a) Schedule 4.14 contains a complete and accurate list of all the Assigned Contracts.

(b) The Seller has made available to Buyer true and complete copies of all the contracts related to the System, including the foregoing Assigned Contracts.

(c) All of the Assigned Contracts specified in Schedule 4.14 are in full force and effect. Seller has not, nor to the Knowledge of the Seller has any other party thereto, breached any material provision of or defaulted under the material terms of, nor does any condition exist which, with notice or lapse of time, or both, would cause the Seller, or to the Knowledge of Seller, any other party, to be in default under any Assigned Contract.

Section 4.15. **Compliance with Law; Litigation**

(a) The Seller has operated and is operating the System in compliance, in all material respects, with all Laws, Authorizations and Permits and is not in breach of any Law, Authorization or Permit that would have a Material Adverse Effect on the operations of the System or on the

Buyer. There are no Authorizations or Permits from any Governmental Authority necessary for the operation of the System as currently being operated except for those Authorizations and Permits set forth on Schedule 4.13.

(b) Except as disclosed to the Buyer in the Schedules (as updated pursuant to Section 9.03), there are no facts, circumstances, conditions or occurrences regarding the System that could reasonably be expected to give rise to any environmental claims or governmental enforcement actions that could reasonably be expected to have a Material Adverse Effect, and there are no past, pending or threatened environmental claims or governmental enforcement actions against the Seller that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

(c) There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of the Seller, threatened against the Seller before or at the Closing Effective Time, which will have a Material Adverse Effect. As of the date of this Agreement, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of the Seller, threatened against the Seller which could materially affect the validity or enforceability of this Agreement.

Section 4.16. **Broker's and Finder's Fees**

No broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement. Seller has employed Public Financial Management, Inc., as municipal advisor to provide transaction structuring advice and to provide Seller with municipal advice relating to the sale of the System. Seller is solely responsible to pay all fees owed to Public Financial Management, Inc. in connection with the transactions contemplated by this Agreement.

Section 4.17. **Title to the Acquired Assets; Sufficiency**

(a) Except as set forth on Schedule 4.17(a), the Seller has good and marketable title to, valid leasehold interest in or valid licenses to use, all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens and Liens which will be fully and unconditionally released at or before Closing. The use of the Acquired Assets is not subject to any Liens, other than Permitted Liens, and such use does not encroach on the property or the rights of any Person.

(b) Except as set forth on Schedule 4.17(b), the Acquired Assets are sufficient for, and constitute all the assets, properties, business, goodwill and rights of every kind and description, and services required for, the continued conduct and operation of the System by Buyer in substantially the same manner as currently conducted and operated by Seller. Except for the Excluded Assets and except as set forth on Schedule 4.17(b), (i) the Acquired Assets, taken as a whole, comprise all the assets, properties, business, goodwill and rights of every kind and description used or held for use in, or useful or necessary to the operation of the System as currently operated by Seller, and (ii) there are no assets, properties, business, goodwill, rights or services used in the conduct or operation of the System that are owned by any Person other than Seller that will not be licensed or leased to Buyer under valid, current license arrangements or leases. None of the Excluded Assets are material to the System.

Section 4.18. **Pending Development Plans**

Schedule 4.18 sets forth a full and complete list of all Pending Development Plans as of the Effective Date. Each Pending Development Plan, if consummated, could result in additional customers and a corresponding reduction of available treatment capacity. Seller provides no assurances whatsoever that any development or expansion of the Service Area associated with any Pending Development Plan will actually be undertaken or completed. The Parties expect that Schedule 4.18 will change from time to time between the Effective Date and Closing, and the Seller shall provide updates to Schedule 4.18 pursuant to Section 9.03.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes only the representations and warranties which are set forth in this Article V.

As a material inducement to the Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to the Seller, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 5.01. **Organization**

The Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization.

Section 5.02. **Authorization and Validity of Agreement**

The Buyer has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof. This Agreement has been duly authorized, executed and delivered by the Buyer and constitutes a valid and legally binding obligation of the Buyer, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 5.03. **No Conflict or Violation**

The execution and delivery of this Agreement by the Buyer, the consummation of the transactions contemplated by this Agreement and the performance by the Buyer of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Buyer under (i) any Law, (ii) any material agreement, instrument or document to which the Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Buyer.

Section 5.04. **Consents and Approvals**

Schedule 5.04, sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of its obligations hereunder.

Section 5.05. **Broker's and Finder's Fees**

No broker, finder or third party is entitled to any commission or finder's fee in connection with this Agreement or the transactions contemplated by this Agreement.

Section 5.06. **Financial Wherewithal**

Upon Closing, and after giving effect to the consummation of the transactions contemplated by this Agreement and the incurrence of any indebtedness in connection therewith, Buyer shall have the financial ability and will have sufficient working capital for its needs and anticipated needs to operate the System as a certificated public utility system regulated by the PaPUC authorized, among things, to provide wastewater utility services to retail residential, commercial and industrial customers in the System.

Section 5.07. **Sufficient Funds**

Buyer has sufficient funds available to consummate the transactions contemplated by this Agreement, to pay the Purchase Price in accordance with Article III and expenses related to the transactions contemplated by this Agreement, and on and after Closing, to generally provide ownership, operation and capital for the operations and capital needs of the System following the Closing, and assuring that the customers of the System will receive safe, adequate and reliable wastewater service equal to or better than such customers would have received without the transactions contemplated by this Agreement and at all times consistent with Law.

Section 5.08. **Independent Decision**

Except as expressly set forth in this Agreement, Buyer acknowledges that (a) Seller has not made any representation or warranty, express or implied, as to the accuracy or completeness of the System or information provided to Buyer, and (b) Seller shall not be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer use of, any information regarding the System or Acquired Assets that has been furnished or made available to Buyer and its Representatives. Buyer acknowledges that other than as expressly set forth in this Agreement or any other related agreement, instrument or certificate, Seller expressly disclaims any warranty of income potential, operating expenses, or costs of operation of any Acquired Assets or the System.

Section 5.09. **Scheduled Matters**

Buyer acknowledges that: (a) the inclusion of any matter on any Schedule is not an admission by Seller that such listed matter is material or that such listed matter has or could have a material adverse effect or constitutes a material liability with respect to the Acquired Assets; (b) matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be

reflected in such Schedules; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Section 5.10. **Independent Investigation**

Buyer acknowledges that it has conducted an independent investigation of the financial condition, assets, liabilities, properties and projected capital needs and operations of the System in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and related agreements, has relied solely on the results of its investigation and on the representations and warranties of the Seller expressly contained in Article IV of this Agreement.

Section 5.11. **Litigation**

The Buyer is not in breach of any Law that could have a material adverse effect on the operations of the System or the Buyer. Neither the Buyer nor any Affiliate of the Buyer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of Persons with which the Seller may not do business under Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. Except as set forth on Schedule 5.11, there is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of the Buyer, threatened against the Buyer before or at the Closing Effective Time, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

ARTICLE VI.

TITLE TO REAL ESTATE; EASEMENTS

Section 6.01. **Evidence of Title**

Subject to Section 6.06, with respect to all Real Property, Buyer shall obtain, at its sole cost and expense, a commitment for an owner's policy of title insurance on the ALTA Owner's Form 2006 (the "Title Commitment"), issued by a title insurance company selected by Buyer and licensed to insure title to real property by the Commonwealth of Pennsylvania (the "Title Company"), having an effective date after the Effective Date. Following the Effective Date, Buyer shall order the Title Commitment from the Title Company and shall provide Seller evidence of the same. Notwithstanding anything to the contrary in Section 6.02(a), Buyer shall not be entitled to send an Objection Notice with respect to any parcel of Real Property and the Title Commitment for the same if, within thirty (30) Business Days after the Effective Date, Buyer has not ordered the Title Commitment from the Title Company for such parcel of Real Property and provided with Seller evidence of the same.

Section 6.02. **Objections to Title**

(a) Notice of Objections. Within thirty (30) days of Buyer's receipt from the Title Company of a Title Commitment for any of the parcels of Real Property, Buyer shall deliver to Seller a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the same, along with Buyer's notice to Seller of any of the exceptions to title set forth on Schedule B of such Title Commitment to which Buyer objects (such notice of Buyer being referred to as the "Objection Notice") provided such exceptions (a) are not Permitted Liens, (b) pertain to the Buyer or any requirements, conditions or obligations of the Buyer, (c) are matters of record and set forth in the Title Commitment and adversely restrict or prevent the use of the Real Property in the operation of the System and (d) are not standard Title Company exceptions (such as the "survey" exception) (such exceptions objected to in the Objection Notice, provided the same are not as described in (a) through and including (d) aforesaid, being referred to as the "Title Objection Items"). The Buyer shall include a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the same in the Objection Notice. If Buyer provides the Seller with an Objection Notice, the Seller shall use its commercially reasonable efforts to have all of the Title Objection Items cured, satisfied or released of record, or insured over, by the Title Company (individually, "Cure" and collectively, "Cured") before or as of the Closing. At or before the Closing, the Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer, evidencing that Seller has Cured all such Title Objection Items. For avoidance of doubt, Buyer acknowledges that no item listed in clauses (a) through and including (d) aforesaid, may be objected to by Buyer as a Title Objection Item.

(b) Liens. Without limiting the Seller's obligations pursuant to Section 6.02(a), before or as of the Closing, the Seller shall, at its cost and expense, to Cure any Lien encumbering the Real Property which can be Cured by the payment of money (other than Permitted Liens).

(c) Title Endorsements/Survey. Buyer shall pay for any endorsements required by the Buyer or any mortgagee of the Buyer to Buyer's Title Policy. If any survey is required by Buyer or its mortgagee, either as a condition to any such endorsement or otherwise, the Buyer shall obtain it at its sole cost and expense. If Buyer obtains a survey of any or all of the Real Property and desires the deed to contain the legal description based on such survey, if the same is not identical to the legal description contained in Seller's deed of record, Seller is not obligated to include the same in the deed to Buyer unless the survey is certified to Seller and such description is included in the deed on a "quitclaim" basis only and without warranty of title.

(d) License at Closing. If requested by Buyer, Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller's rights to access Real Property in order to allow Buyer to operate and maintain the System until such time as Buyer is provided title to such Real Property as provided for in this Agreement. For the avoidance of doubt, Seller shall provide such title as soon as reasonably practicable in accordance with Section 6.01.

(e) Insurable Claims. To the extent any Claim for Losses under Article VIII constitutes an Insurable Claim, Buyer shall assert the Insurable Claim and use its commercially reasonable efforts to obtain recovery for such Insurable Claim against the Title Company (which shall include commencing litigation and diligently prosecuting such Insurable Claim to a Final Order) before pursuing a Claim for Losses under Article VIII. If at any time following a non-favorable Final Order that substantially denies the relief sought by Buyer from the Title Company in connection

with the Insurable Claim (each a “Non-Favorable Judgment”), Buyer may, following such Non-Favorable Judgment, to pursue the Seller with a Claim for Losses under Article VIII (any such Claim against the Seller following an attempted Insurable Claim against the Title Company being a “Residual Title Claim”). Notwithstanding anything to the contrary in Article VIII, Buyer may assert a Claim for Losses based upon a Residual Title Claim for a sixty (60) day period after the Non-Favorable Judgment. For purposes of this Section 6.02(d), an “Insurable Claim” means a Claim that: (i) arises out of Buyer’s discovery of a title defect or encumbrance with respect to any of the Real Property following the Closing that materially restricts or prevents the use of such Real Property in the operation of the System; and (ii) constitutes a claim against the Title Company under Buyer’s Title Policy. Buyer acknowledges that any and all Claims which Buyer could otherwise bring as a breach of a covenant of title under the special warranty deed to the Real Property shall be included within the Claim for Losses under Article VIII and is subject to the terms of this Section 6.02(d).

Section 6.03. Title Expenses

Irrespective of whether the transactions described by this Agreement are consummated and Closing occurs, Buyer shall pay all costs and expenses of obtaining the Title Commitment, Title Policy and any survey.

Section 6.04. UCC Search; Releases

Not later than ninety (90) days after the Effective Date, Buyer shall obtain at its sole cost and expense a Uniform Commercial Code search against Seller covering any of the personal property or fixtures included among the Acquired Assets from the Office of the Secretary of the Commonwealth of Pennsylvania and the Recorder of Bucks County, Pennsylvania (the “UCC Search”). On or before the Closing Date, Seller shall at its sole cost and expense obtain releases of any and all Liens in any of the Acquired Assets other than Permitted Liens. The Seller shall provide the form of the releases of such Liens to Buyer on or before the Closing Date.

Section 6.05. Easements.

(a) Promptly after the Effective Date and before the Closing, the Seller will, at its sole cost and expense, cause and abstractor selected by the Seller and reasonably acceptable to Buyer and the Title Company (the “Abstractor”), to perform a search of the public land records of Bucks County, based on the Seller’s records and plans of the System (and such other sources of information as are reasonably related thereto), by searching the grantee index in the names of the Seller and such other searches as the Abstractor may reasonably make, to (i) identify and provide Buyer with title information on any and all recorded Easements (including information related to any Liens or encumbrances on Seller’s title thereto), and (ii) together with the Seller, identify all Missing Easements. During the process, as the Abstractor provides written search results to the Seller (including updated versions of the Abstractor Search Result Chart), the Seller will promptly provide the same to Buyer for its review, and, without limiting the foregoing, the Seller shall, or shall cause the Abstractor to, provide Buyer with periodic updates (which shall occur no less frequently than bi-weekly) on the status of the activities set forth in the previous sentence.

(b) Notice of Objections. Within forty five (45) days of Buyer's receipt from the Seller (or the Abstractor) of the information described in 6.05(a), Buyer shall deliver to Seller notice identifying the Liens, restrictions and limitations on the Easements that, in Buyer's reasonable opinion, could materially and adversely restrict or prevent the use of the Easements in the operation of the System, (an "Easement Objection Notice"). Buyer shall not be permitted to include in its Easement Objection Notice any Liens, restrictions and limitations that: (a) are Permitted Liens, (b) pertain to the Buyer or any requirements, conditions or obligations of the Buyer, or (c) are matters of record and set forth in the Abstractor's search results that do not, in Buyer's reasonable opinion, materially and adversely restrict or prevent the use of the Easements in the operation of the System (specifically including mortgages or other instruments securing indebtedness incurred by the owner of the land burdened by the Easement) (such exceptions objected to in the Objection Notice, the "Easement Objection Items.") If Buyer provides the Seller with an Easement Objection Notice, the Seller shall use its commercially reasonable efforts to have the Easement Objection Items Cured, prior to or as of the Closing. At or prior to the Closing, the Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer, evidencing that Seller has Cured all objections identified in the Easement Objection Notice. In the event that Seller is unable to Cure any such Objection Item per this Section 6.05(b), Seller shall: (i) grant Buyer a license per Section 6.05(d); and (ii) Seller's obligation to assign such Easements to Buyer per Section 2.01(a) shall survive Closing.

(c) If during the process of Abstractor's review and investigation of the Bucks County land records, Seller determines, based on the Abstractor's investigation, that there is a Missing Easement, the Seller, at its cost and expense, shall take any and all actions (including the use of its power of condemnation) to obtain any such Missing Easements so that the same may be sold, assigned, transferred and conveyed to Buyer at the Closing pursuant to the terms and conditions of this Agreement. The Seller shall pay for all costs and expenses incurred in connection with obtaining each Missing Easement (including any consideration payable to the landowner in connection with condemnation, in lieu of condemnation or otherwise to obtain Missing Easements). If Seller has not obtained all Missing Easements by the date that is ninety (90) days after the date that Abstractor has completed his review of the County land records and delivered the last results of the same to Seller (the "Abstract Completion Date"), then the Seller, at its cost and expense, shall, as soon as reasonably practicable, commence and file in the Court of Common Pleas, Bucks County, a condemnation or eminent domain proceeding to obtain any and all such Missing Easements. For the purposes of clarity, upon obtaining each Missing Easement pursuant to this Section 6.05(c) (including upon the final resolution of a condemnation proceeding), each Missing Easement that has been acquired or obtained by the Seller is considered an Easement.

(d) License at Closing. Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller's rights to access Easement in order to allow Buyer to operate and maintain the System until such time as Buyer is provided title to such Easement as provided for in this Agreement.

Section 6.06. Unscheduled Property

The Parties acknowledge that the Seller may own interests in or have the legal right to use or occupy the Real Property and Easements that are necessary or essential to the operation of the System and that are not specifically identified in Schedule 4.09 (the "Unscheduled Real

Property”). If the Parties discover before or after the Closing Date, one or more parcels of Unscheduled Real Property, the discovering Party shall give notice of such discovery to the non-discovering Party. In addition to its obligations in Section 2.03, Seller shall convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property, with no adjustment to the Purchase Price, in such a manner as to provide Buyer with reasonable assurances that Buyer will have the right to use or occupy the Unscheduled Real Property as it was used by Seller as of the Effective Date.

ARTICLE VII.

OTHER AGREEMENTS

Section 7.01. Taxes

Except as otherwise provided in this Agreement, the Seller shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing Date.

Section 7.02. Cooperation on Tax Matters

The Seller shall furnish or cause to be furnished to Buyer, as promptly as practicable, whether before or after the Closing Date, such information and assistance relating to the System as is reasonably necessary for the preparation and filing by Buyer of any filings relating to any Tax matters.

Section 7.03. Rates

After Closing, Buyer shall charge the Seller’s sanitary wastewater rates (“Base Rates”), as reflected on Schedule 7.03, as Buyer’s initial base rates within the Service Area on and after the Closing Date. The Base Rates shall not be increased until after the second anniversary of the Closing Date. Buyer shall apply, at and after Closing, its then-existing miscellaneous fees and charges, rules and regulations for wastewater service as set forth in Buyer’s Tariff within Seller’s Service Area including Buyer’s Distribution System Improvement Charge and State Tax Adjustment Surcharge.

Section 7.04. Buyer Taxpayer

From and after the Closing Date, Buyer acknowledges that, upon conveyance of the Acquired Assets to Buyer, the Buyer will be subject to, among other Taxes, real estate Taxes, which Buyer shall pay when due.

Section 7.05. PaPUC Approval

(a) Promptly after the Effective Date, Buyer shall timely initiate and faithfully prosecute the necessary proceedings to obtain from the PaPUC (i) the issuance of certificates of public convenience to Buyer to provide wastewater services in the Service Area and (ii) the approval of the acquisition of the System by Buyer under terms and conditions that are reasonably

acceptable to Seller and Buyer. Seller shall cooperate with and assist Buyer in proceedings before the PaPUC.

(b) Buyer and Seller agree that the procedures for determining fair market value of the System and Acquired Assets outlined in subsection (a) of Section 1329 of Title 66 of the Pennsylvania Consolidated Statutes (“Section 1329”) shall be utilized and filed with the PaPUC as contemplated by Section 1329.

(c) The fees and expenses related to engaging the licensed engineer for such Section 1329 determination shall be paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

(d) Buyer, in Buyer’s first base rate proceeding with respect to the System following the Closing, shall propose the use of statutory and regulatory mechanisms available to benefit the Buyer’s acquired customers for ratemaking purposes pursuant to Section 1311 of Title 66 of the Pennsylvania Consolidated Statutes.

Section 7.06. **Remedies for Breach of Article VII Agreements**

If Buyer breaches any of the covenants and agreements set forth in this Article VII, in addition to all other rights and remedies available at law or in equity, including specific performance and/or injunctive relief, Seller may commence proceedings before the PaPUC seeking enforcement of such covenants and agreements.

Section 7.07. **Pending Development Plans**

(a) Buyer and the Seller acknowledge that from the time of the Effective Date, the Seller shall continue to administer, and perform its duties and responsibilities with respect to the Pending Development Plans set forth on Schedule 4.18. For the avoidance of doubt, after the Closing Date, the Seller shall not seek to collect any EDU-related fees.

(b) Following the Effective Date, except with respect to the Planned Project, Seller shall not enter into any contract with a third party that contemplates the construction of new sanitary wastewater facilities, including, without limitation, pumping stations, force mains, manholes, or pipelines for service to future customers related to Pending Development Plans (collectively, “New System Assets”) without providing a draft of such contracts to Buyer for its review and approval as to the design and specifications before execution by the parties to such contracts. Buyer shall have fifteen (15) Business Days to review and approve such contracts, and Buyer’s failure to object in writing to any terms of such contracts within such fifteen (15) Business Day review period is deemed an approval of the same by Buyer.

Section 7.08. **Act 537 Plan**

(a) Buyer acknowledges that Seller has previously drafted and committed to an Act 537 Plan under the Pennsylvania Sewage Facilities Act (the “Plan”), which has been made available to Buyer. Buyer understands that the Plan contains obligations and commitments, as more fully set forth in the Plan to complete certain improvements and upgrades to the System (the “System Improvements”). Buyer shall accept and complete all of the System Improvements as Seller agreed to complete under the Plan.

(b) Buyer acknowledges Seller has jurisdiction over sewage facilities planning and sewer service through the Plan and its Act 537 planning program, zoning, subdivision and land development ordinances and comprehensive land use planning policies. Buyer and Seller shall cooperate with respect to current and future sewage facilities planning and sewer service consistent with the provisions of this Section 7.08.

(c) Subject to PaPUC approval of the Service Area as provided in Section 7.08, Buyer shall extend sewer lines and provided sewage collection and treatment services to properties within the Service Area in a manner consistent with the Plan and the Buyer's Tariff. Seller will confer with Buyer concerning any amendment to the Plan that would affect the provision of sewage collection and treatment services within the Service Area. Seller shall not propose or adopt any amendment to the Plan that would reduce the Service Area or divert wastewater flows generated from properties located within the Service Area from being served by the System without the approval of Buyer.

(d) Buyer will not request, pursue, or implement expansions of the System beyond the current Service Area (that would trigger a Plan amendment) without the prior written approval of Seller and the PaDEP. Seller shall promptly notify and confer with Buyer, and consider Buyer's comments, concerning any proposed Plan amendment (including any sewage facilities planning module) that would involve the provision of sewage collection and treatment services by the System to area or properties outside of the Service Area. With respect to any such potential Plan amendment, Seller and Buyer shall cooperate in evaluating alternatives for provision of sewage services to such areas consistent with the requirements of 25 Pa Code Ch. 71, including consideration of the technical feasibility, economic feasibility and cost effectiveness, consistency with the objectives and policies of plans and requirements of 25 Pa. Code Ch. 71.21(a)(5), consistency with municipal land use plans and ordinances, subdivision ordinances and other ordinances and plans for controlling land use and development, technically and administratively able to be implemented, and other factors required under Act 537 or under Buyer's Tariff.

(e) If Seller and Buyer each determine that the provision of sewage collection and treatment services by the System to certain areas or properties outside of the Service Area is technically feasible, economically feasible and cost effective, and meets all of the requirements set forth in Act 537 and 25 Pa. Code Ch. 71, the Seller shall amend the Plan to include such identified areas and properties in the Service Area. If Seller amends the Plan pursuant to this subsection and such amendment is approved by PaDEP, (i) Buyer shall request that the modified Service Area be approved by PaPUC; and (ii) subject to PaPUC approval of the inclusion of such modified Service Area, Buyer shall extend sewer lines and provide sewage collection services to properties within such Service Area in a manner consistent with the Plan and Buyer's Tariff.

Section 7.09. **Utility Valuation Experts**

Buyer and Seller shall each will be responsible for the costs associated with their respective Utility Valuation Expert for the preparation and completion of their respective Utility Valuation Expert's appraisal report and any additional work by their respective Utility Valuation Expert necessary to

assist in the processing and prosecution of the application to the PaPUC in regard to this transaction under Section 1329.

Section 7.10. **Compliance and Operations Reports**

After the Effective Date and through the Closing Date, Seller shall provide Buyer with periodic reports to the person designated by Buyer, disclosing the status of the operations and all material compliance and operational deficiencies.

Section 7.11. **Covenant Survival**

The covenants set forth in this Article survive Closing.

ARTICLE VIII.

INDEMNIFICATION

Section 8.01. **Survival**

All representations and warranties contained in this Agreement shall survive until twelve (12) months following the Closing Date, except that (a) the representations and warranties of the Seller set forth in Section 4.01 (Organization), Section 4.02 (Power and Authority), Section 4.03 (Enforceability) and Section 4.16 (Brokers' and Finders' Fees) (collectively, the "Seller Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by Law, and (b) the representations and warranties of Buyer set forth in Section 5.01 (Organization), Section 5.02 (Authorization and Validity of Agreement), and Section 5.05 (Brokers' and Finders' Fees) (collectively, the "Buyer Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by Law. The covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the shorter period explicitly specified therein, except that for such covenants and agreements that survive for such shorter period, breaches thereof shall survive indefinitely or until the latest date permitted by Law. Notwithstanding the preceding sentences, (x) any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences, if notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought before such time, and (y) nothing contained in this Section 8.01 shall limit in any way any rights a Party may have to bring claims grounded in fraud, intentional misrepresentation or willful misconduct, which rights shall survive the Closing indefinitely.

Section 8.02. **Indemnification by the Seller**

To the maximum extent permitted by Law and subject to the terms and conditions of this Article VIII, the Seller shall indemnify, defend and hold harmless, Buyer and its successors and Affiliates and their respective employees, officers, directors, trustees and agents (the "Buyer Indemnified Persons"), from and against any and all claims for Losses arising from or relating to: (a) any material misrepresentation as to, or any material inaccuracy in, any of the representations

and warranties of the Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by the Seller before the Closing pursuant to this Agreement (without regard to any materiality, Material Adverse Effect or related qualifications in the relevant representation or warranty (except where such provision requires disclosure of lists of items of a material nature or above a specified threshold)); (b) any material breach or material nonfulfillment of any of the covenants or agreements of the Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by the Seller before the Closing pursuant to this Agreement; or (c) any Excluded Liability or Excluded Asset.

Section 8.03. **Indemnification by Buyer**

To the maximum extent permitted by Law and subject to the terms and conditions of this Article VIII, Buyer shall defend, indemnify and hold harmless the Seller and its successors and Affiliates and each of their respective employees, officers, directors and agents (the “Seller Indemnified Persons”) from and against any and all claims for Losses arising from or relating to: (a) any material misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of Buyer contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (b) any material breach of any of the covenants or agreements of Buyer contained in this Agreement or in any exhibit, schedule certificate or other instrument or document furnished or to be furnished by the Buyer pursuant to this Agreement; (c) any Assumed Liability as and when payment and performance is due, including without limitation any liability related to any claims by any Governmental Authority; (d) Buyer’s actions involving Environmental Requirements, Hazardous Materials or environmental claims from and after the Closing Date; or (e) the ownership, operation or control of the Acquired Assets or the System from and after the Closing Date.

Section 8.04. **Indemnification Procedure**

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a representative of the foregoing (a “Third Party Claim”) against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt notice thereof. The failure to give such prompt notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses because of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party has the right to participate in, or by giving notice to the Indemnified Party (and subject to the other requirements herein) to assume the defense of any Third Party Claim at the Indemnifying Party’s expense and by the Indemnifying Party’s own counsel (which counsel is reasonably acceptable to the Indemnified Party), so long as (i) the Indemnifying Party notifies the Indemnified Party, within ten (10) Business Days after the Indemnified Party has given notice of the Third Party Claim to the Indemnifying Party (or by such earlier date as may be necessary under

applicable procedural rules in order to file a timely appearance and response) that the Indemnifying Party is assuming the defense of such Third Party Claim, *provided*, that if the Indemnifying Party assumes control of such defense it must first agree and acknowledge in such notice that the Indemnifying Party is fully responsible (with no reservation of any rights other than the right to be subrogated to the rights of the Indemnified Party) for all Losses relating to such Third Party Claim, (ii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently and at its own cost and expense, and (iii) the Third Party Claim (A) does not involve injunctive relief, specific performance or other similar equitable relief, any claim in respect of Taxes, any Governmental Authority, any criminal allegations, or any potential damage to the goodwill, reputation or overriding commercial interests of Buyer or its Affiliates, (B) is not one in which the Indemnifying Party is also a party and joint representation would be inappropriate or there may be legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party, or (C) does not involve a claim which, upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend. The Indemnified Party shall reasonably cooperate in good faith in such defense. If the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party may, at its own cost and expense, to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party has the right, subject to Section 8.04(b), to pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Seller and Buyer shall reasonably and in good faith cooperate with one another in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 8.04(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give prompt notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within fifteen (15) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may

settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.04(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) **Direct Claims.** Any claim by an Indemnified Party with respect to any Loss which does not arise or result from a Third Party Claim (a “Direct Claim”) shall be asserted by the Indemnified Party giving the Indemnifying Party prompt notice thereof. The failure to give such prompt notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses because of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. During the thirty (30) day period, the Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity and amount of such Direct Claim. If the Indemnifying Party does not so respond within such thirty (30) day period, by delivery of notice disputing the basis or amount of the Direct Claim, the Indemnifying Party is deemed to have rejected such claim, in which case the Indemnified Party is free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such Direct Claim, the Parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute may be resolved by litigation in an appropriate court of jurisdiction determined pursuant to this Agreement.

Section 8.05. **Limitations on Indemnification Obligations**

(a) Subject to the other limitations contained in this Section 8.05, neither Buyer nor Buyer Indemnified Persons is entitled to indemnification pursuant to Section 8.02(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Buyer and Buyer Indemnified Persons under this Agreement exceeds One Percent (1%) of the Purchase Price in the aggregate (the “Threshold Amount”), in which case Seller shall then be liable for Losses in excess of the Threshold Amount; *provided, however*, that the foregoing limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct or pursuant to Section 8.02(c).

(b) Subject to the other limitations contained in this Section 8.05 neither Seller nor the Seller Indemnified Persons is entitled to indemnification pursuant to Section 8.03(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Seller and Seller Indemnified Persons under this Agreement exceeds the Threshold Amount, in which case Buyer shall then be liable for Losses in excess of the Threshold Amount; *provided, however*, that the foregoing limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct or pursuant to Sections 8.03(c)(d) and (e).

(c) Except in the case of fraud, intentional misrepresentation or willful misconduct (for which all applicable legal and equitable remedies will be available to Buyer), the Buyer Indemnified Parties shall only be entitled to assert claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations, which shall not be limited by this Section 8.05(c)) up to the aggregate amount of 5% of Purchase Price (the “Liability Cap”), which shall represent the sole and exclusive remedy of Buyer and the other Buyer Indemnified Parties for any such claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations, in the case of fraud, intentional misrepresentation or willful misconduct or pursuant to Section 8.02(c) which shall not be subject to the Liability Cap, but is capped at the Purchase Price).

(d) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss is limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds actually received and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses before seeking indemnification under this Agreement.

(e) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss will be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(g) Subject to the provisions of Sections 3.01, 7.06, 15.11 and any other provisions for equitable relief and/or specific performance, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, each Party waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party and their Affiliates and each of their respective representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.05(g) limits any Parties’ right to seek and obtain any equitable relief and/or specific performance to which any Party is entitled pursuant to this Agreement.

Section 8.06. **Knowledge of Breach**

Seller will not be liable under this Article VIII for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had Knowledge of such inaccuracy or breach before the Closing Date.

ARTICLE IX.

PRE-CLOSING COVENANTS OF THE SELLER

Section 9.01. **Operation of the System**

Except as otherwise expressly permitted by this Agreement, as required by Law or with the prior written consent of Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), from the Effective Date until the Closing, the Seller shall (i) operate and manage the System only in the ordinary course of business in accordance with past practices and procedures, (ii) comply in all material respects with all Laws and Authorizations and Permits, (iii) use commercially reasonable efforts to maintain and preserve intact the business and assets of the System, including all of the Acquired Assets, and preserve the rights, franchises, goodwill and relationships of the Seller and the System and their customers, lenders, suppliers, regulators and others having business relationships with the Seller and the System; (iv) continue to collect accounts receivable, EDU Fees, and sewer rents in a manner consistent with past practice, without discounting such accounts receivable, EDU Fees, and sewer rents; (v) perform all of its obligations under all Assigned Contracts; and (vi) not take any action, or omit to take any action, that would cause to occur a fact, circumstance, condition or occurrence regarding the System or any of the Acquired Assets that could reasonably be expected to have a Material Adverse Effect.

Section 9.02. **Cooperation**

The Seller shall reasonably cooperate with Buyer and its employees, attorneys, accountants and other agents and, generally, act in reasonably good faith to timely carry out the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 9.03. **Supplements and Updates**

The Seller shall promptly deliver to Buyer any supplemental information updating the information set forth in the representations and warranties set forth in Article IV of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. Promptly upon having Knowledge of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein Seller shall advise Buyer of those facts.

Section 9.04. **Consents and Approvals**

Promptly after Effective Date, or as required by Law, except as provided in Section 7.05 or otherwise expressly provided in this Agreement, the Seller and, and when necessary, the Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority as provided on Schedule 4.05 to the Buyer. The Seller shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. The Seller shall use its commercially reasonable efforts to obtain all required consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person in connection with the transactions contemplated by this Agreement. All authorizations of any

Governmental Authority necessary to consummate the transactions contemplated by this Agreement shall be in form and content reasonably satisfactory to Buyer and the Seller before Closing and must be final and non-appealable. If a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and the Seller may agree to proceed to consummate the transaction.

Section 9.05. **Pending Development Plan Agreements and Future Developments**

Seller shall enforce all of its rights and the counterparties' obligations under any agreements relating to Pending Development Plans in existence as of the Effective Date, which shall not be amended without notice to and the consent of Buyer, which consent shall not be unreasonably withheld and Buyer shall provide or withhold such consent to Seller within fifteen (15) days of notice from Seller or this consent requirement is deemed waived by Buyer after such date. After the Effective Date, Seller shall not enter into any new agreements (including Land Development Agreements and Financial Security Agreements) with landowners regarding the construction of any sewer facilities which, upon completion of construction, will be transferred to Buyer pursuant to Section 2.01 hereof without notice to and the consent of Buyer, which consent shall not be unreasonably withheld and Buyer shall provide or withhold such consent to Seller within seven (7) days of notice from Seller or this consent requirement is deemed waived by Buyer after such date. For the avoidance of doubt, any attempt by Buyer to withhold consent for entry into any amendment or new agreement by Seller pursuant to this Section 9.05 that is, in the opinion of Seller's solicitor, required pursuant to the Pennsylvania Municipal Planning Code is deemed unreasonable. Prior to Closing, Seller shall complete the dedication of all Assets (including but not limited to all assets listed in the engineer's assessment of tangible assets).

ARTICLE X.

PRE-CLOSING COVENANTS OF BUYER

Section 10.01. **Actions Before the Closing Date**

Buyer shall not take any action that will cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Buyer shall use its commercially reasonable efforts (subject to any conditions set forth in this Agreement) to perform and satisfy all conditions to Closing to be performed or satisfied by Buyer under this Agreement, including action necessary to obtain all consents and approvals of third parties required to be obtained by Buyer to effect the transactions contemplated by this Agreement.

Section 10.02. **Consents and Approvals**

Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, Buyer shall file all applications and reports which are required to be filed by Buyer with any Governmental Authority as provided on Schedule 5.04. Buyer shall also promptly provide all information that any Governmental Authority may reasonably require in

connection with any such application or report. Buyer shall use its commercially reasonable efforts to obtain all consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person of any kind in connection with the transactions contemplated by this Agreement.

Section 10.03. **Cooperation**

Buyer shall reasonably cooperate with the Seller and its employees, attorneys, accountants and other agents and, generally, do such other acts and things in good faith as may be reasonable to timely carry out the purposes of this Agreement, including in obtaining the amendments set forth in Section 12.01(b) and the consummation of the transactions contemplated in accordance with the provisions of this Agreement.

Section 10.04. **Supplements and Updates**

Buyer shall promptly deliver to the Seller any supplemental information updating the information set forth in the representations and warranties set forth in Article V of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. At least three (3) Business Days before the Closing Date, Buyer shall advise the Seller of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

ARTICLE XI.

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

The obligation of the Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by the Seller in its sole discretion:

Section 11.01. **Consents and Approvals**

The Seller must receive all required material, consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth in Schedule 5.04, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals must be final (and not subject to any appeal and any applicable appeal period having expired); and

Section 11.02. **Representations and Warranties of Buyer**

The representations and warranties made by Buyer in Article V which are (a) not qualified by materiality shall be true and correct in all material respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all material respects as of such specified date) and (b) qualified by materiality shall be true and correct in all respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all respects as of such specified date), and the Seller must receive a

certificate to the effect of the foregoing from a duly authorized officer of Buyer dated as of the Closing Date.

Section 11.03. PaPUC Approval

PaPUC must issue a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. If a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may agree to proceed to consummate the transaction.

Section 11.04. No Injunctions

Neither the Seller nor Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 11.05. Performance of the Obligations of Buyer

Buyer must have performed in all material respects all obligations required under this Agreement to be performed by Buyer on or before the Closing Date, and the Seller must have received a certificate to that effect from Buyer dated the Closing Date.

Section 11.06. Deliveries by Buyer

Buyer must deliver to the Seller all of the documents and items specified in Section 13.03.

Section 11.07. No Material Adverse Effect

There must not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

ARTICLE XII.

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligation of Buyer to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Buyer in its sole discretion:

Section 12.01. Consents and Approvals

Buyer must receive:

(a) All required material, non-governmental third party consents and any other approvals necessary or advisable to consummate the transactions contemplated by this Agreement set forth in Schedule 4.05 and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 5.04, including without limitation all required EPA and PaDEP approvals/renewals and all such Authorizations and Permits and

Governmental Approvals must be final (and not subject to any appeal and any applicable appeal period having expired); and

(b) Notwithstanding Section 2.06, the Assigned Contracts set forth on Schedule 12.01(b), shall be amended on terms reasonably acceptable to Buyer.

Section 12.02. **Representations and Warranties of Seller**

The representations and warranties made by the Seller in Article IV this Agreement (disregarding all “materiality” and “Material Adverse Effect” or similar qualifications contained therein) must be true and correct on and as of the Closing Date (except for representations and warranties expressly stated to relate to a specific date, in which case each such representation and warranty shall be true and correct as of such earlier date), with only such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and the Buyer must receive a certificate to that effect from the Seller dated as of the Closing Date.

Section 12.03. **PaPUC Approval**

PaPUC must issue a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. If a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may agree to proceed to consummate the transaction.

Section 12.04. **No Injunctions**

Neither the Seller nor Buyer are subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 12.05. **No Material Adverse Effect**

There must not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

Section 12.06. **Deliveries by Seller**

Seller must deliver to Buyer all of the documents and items specified in Section 13.02.

Section 12.07. **Performance of the Obligations of Seller**

Seller must have performed in all material respects all obligations required under this Agreement to be performed by Seller on or before the Closing Date, and Buyer shall have received a certificate to that effect from Seller dated the Closing Date.

ARTICLE XIII.

CLOSING

Section 13.01. Closing Date

The Parties shall cause the Closing to take place at a place in Pennsylvania that is mutually agreed upon by the Parties, at 10:00 a.m. eastern standard time on the earliest agreed upon date or within twenty (20) Business Days after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived and Buyer and the Seller receive the last of the required consents, waivers, authorizations and approvals from the Governmental Authorities, in each case, for the transactions contemplated by this Agreement, or at such other place and time, by such other method, or on such other date, as may be mutually agreed to by the Parties (the "Closing Date"). The Closing will be effective at 12:01 a.m., Township of Lower Makefield, PA time, on the Closing Date (the "Closing Effective Time").

Section 13.02. Deliveries by the Seller

At the Closing, the Seller shall have delivered or cause to be delivered to Buyer executed copies of the following agreements, documents and other items:

- (a) A Bill of Sale transferring all of the Acquired Assets comprising personal property, in the form attached as Exhibit A;
- (b) Possession of the Acquired Assets, including without limitation, the Real Property, the Easements and an interest in the Missing Easements (including a license from Seller to Buyer);
- (c) A duly executed counterpart to an Assignment and Assumption Agreement with respect to the Assumed Liabilities (the "Assignment and Assumption Agreement"), in the form attached as Exhibit B;
- (d) The consents to transfer all of the Assigned Contracts, Authorizations and Permits (including environmental Authorizations and Permits), to the extent required hereunder and the amendment required pursuant to Section 12.01(b);
- (e) One or more special warranty or other deeds in recordable form reasonably acceptable to Buyer transferring fee simple title of Real Property;
- (f) Copies or originals of all Files and Records, materials, documents and records in possession of the Seller relating to the Real Property, the Easements or the Assigned Contracts;
- (g) Certificate of the Seller pursuant to Section 12.02 of this Agreement;
- (h) Certificate of the Seller pursuant to Section 12.07 of this Agreement;
- (i) Any documents duly executed by Seller required by the Title Company to issue final owner's title policies in accordance with the procedures set forth in Article VI; and

(j) All such other instruments of conveyance or other documents as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Acquired Assets in accordance with this Agreement or to carry out the terms of this Agreement, duly executed and acknowledged by Seller and in a recordable form.

Section 13.03. **Deliveries by Buyer**

At the Closing, Buyer shall have delivered or caused to be delivered to the Seller, the following agreements, documents and other items:

- (a) Payment in full of the Purchase Price;
- (b) A duly executed counterpart to the Assignment and Assumption Agreement;
- (c) Certificate of Buyer pursuant to Section 11.02 of this Agreement;
- (d) Certificate of Buyer pursuant to Section 11.05 of this Agreement;
- (e) Evidence of PaPUC approval as provided in Section 11.03; and
- (f) All such other instruments of assumption as shall, in the reasonable opinion of Seller and its counsel, be necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement.

ARTICLE XIV.

TERMINATION

Section 14.01. **Events of Termination**

This Agreement may, by notice given in the manner hereinafter provided, be terminated and abandoned at any time before completion of the Closing:

- (a) By the mutual written consent of the Seller and the Buyer;
- (b) By the Seller or the Buyer if:
 - (i) the Closing shall not have occurred on or before the Outside Date; provided, however, the Buyer shall have the one-time right to extend the Outside Date for up to ninety (90) days if, in the Buyer's sole discretion, any such amount of time up to ninety (90) days is necessary to obtain a required Governmental Approval; or
 - (ii) any Governmental Authority shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the material transactions contemplated by this Agreement and such order, decree, ruling or other action will have become final and non-appealable; provided, however, that the Party seeking termination pursuant to this clause (b) of this Section 14.01 is not in breach

in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement;

(c) By the Seller (if Seller is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Buyer pursuant to the terms of this Agreement or of any representation or warranty of the Buyer contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following notice thereof by the Seller to the Buyer or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XI of this Agreement not being satisfied (which condition has not been waived by the Seller in writing), in which case any damages recoverable by Seller under this Agreement shall be capped at the amount of the Deposit; or

(d) By the Buyer (if Buyer is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Seller pursuant to the terms of this Agreement or of any representation or warranty of the Seller contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following notice thereof by the Buyer to the Seller or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XII of this Agreement not being satisfied (which condition has not been waived by the Buyer in writing).

This Agreement may not be terminated after completion of the Closing.

Section 14.02. **Effect of Termination**

If this Agreement is terminated by the Seller or the Buyer pursuant to Section 14.01, notice thereof will forthwith be given to the other and all further obligations of the Parties under this Agreement will terminate without further action by any Party and without liability or other obligation of any Party to any other Party hereunder; provided, however, that no Party will be released from liability hereunder if this Agreement is terminated and the transactions abandoned because of any willful breach of this Agreement.

ARTICLE XV.

MISCELLANEOUS

Section 15.01. **Confidentiality**

Except as and to the extent required by Law (including but not limited to the Pennsylvania Right-To-Know Act at 65 Pa § 67.101) or pursuant to an order of a court of competent jurisdiction and as required hereunder to obtain any and all required Governmental Approvals, no Party shall, directly or indirectly, disclose or use (and no Party shall permit its representatives to disclose or use) any Confidential Information with respect to any other Party furnished, or to be furnished, by such other Party or its shareholders, directors, officers, agents, or representatives to the other Party or its employees, directors, officers, agents or representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions.

Section 15.02. **Public Announcements** Subject to Law or listing rules of an exchange on which Buyer's parent corporation's stock is listed, and except as otherwise set forth herein, the initial public announcement relating to the transactions contemplated herein will be mutually agreed upon and jointly made by the Parties. Subsequent public announcements by one Party are subject to review and approval by the other Parties before issuance, such approval not to be unreasonably withheld, conditioned or delayed.

Section 15.03. **Notices**

The Parties shall make all notices, other communications and approvals required or permitted by this Agreement in writing, stating specifically that they are being given pursuant to this Agreement and shall be addressed as follows:

in the case of the Seller:

1100 Edgewood Rd
Yardley, PA 19067
Attention: Township Manager
Fax:
with a copy to:

1100 Edgewood Rd
Yardley, PA 19067
Attention: Solicitor
Fax:

in the case of the Buyer:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Marc A. Lucca, President
malucca@aquaamerica.com

with a copy to:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: Frances P. Orth, Vice President and Senior Managing Counsel
fporth@aquaamerica.com

or such other persons or addresses as a Party may from time to time designate by notice to the other Party. A notice, other communication or approval is deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after

ordinary office hours (time of place of receipt), the notice, other communication or approval is deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

Section 15.04. **Headings**

The article, section and paragraph headings in this Agreement are for reference purposes only and have no affect the meaning or interpretation of this Agreement.

Section 15.05. **Severability**

If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement remain in full force and effect and in no way be affected, impaired or invalidated.

Section 15.06. **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party because of such provision of this Agreement having been drafted on behalf of one Party rather than the other Party.

Section 15.07. **Amendments; Waivers**

This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement will be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right precludes any other or further exercise of such right or the exercise of any other right.

Section 15.08. **Parties in Interest; Third Party Beneficiary**

This Agreement is not intended to and shall not be construed to create upon any Person other than the Parties any rights or remedies hereunder.

Section 15.09. **Anti-Assignment; Successors and Assigns**

Neither Party to this Agreement may assign any right or delegate any performance under this Agreement without the prior written consent of the other Party. A purported assignment or purported delegation without prior written consent is void. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.

Section 15.10. **Governing Law; Jurisdiction**

The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising and relating to this Agreement, including torts. The Parties irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Bucks County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Bucks County, Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 15.11. **Specific Performance**

The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties is entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 15.12. **Counterparts; Electronic Mail; Facsimile Execution**

This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement will be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this

Agreement, a Party may send a copy of its executed counterpart to the other Party by electronic mail or facsimile transmission. Such Party is deemed to have executed and delivered this Agreement on the date it sent such electronic mail or facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

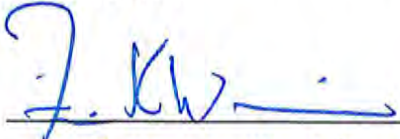
[THIS SPACE INTENTIONALLY LEFT BLANK;

SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

TOWNSHIP OF LOWER MAKEFIELD,
BUCKS COUNTY

AQUA PENNSYLVANIA WASTEWATER,
INC.

By: 

By: _____

Printed: Fredric K Weiss

Printed: Marc A. Lucca

Its: Board Chair

Its: President

ATTEST:

ATTEST:

By: 
Name: Kurt M. Ferguson
Its: Township Manager

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Parties have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

TOWNSHIP OF LOWER MAKEFIELD,
BUCKS COUNTY

AQUA PENNSYLVANIA WASTEWATER,
INC.

By: _____

By:  _____

Printed: _____

Printed: Marc A. Lucca


Its:

Its: President

ATTEST:

ATTEST:

By: _____

By:  _____

Name:

Name: HEIDI H. MCINTYRE

Its:

Its: Ass't Secretary

ASSET PURCHASE AGREEMENT

By and Between

The Township of Lower Makefield, Bucks County,

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

SCHEDULES AND EXHIBITS

Capitalized terms used in the Schedules which are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement. The Schedules are to be read in their entirety. Nothing in the Schedules is intended to broaden the scope of any representation or warranty in the Agreement. The disclosure of any item, explanation, exception or qualification in any Schedule is disclosure of that item for all purposes for which disclosure is required under the Agreement when it is reasonably apparent from the context that such item, explanation, exception or qualification also relates to another Schedule irrespective of whether any cross reference is made or no Schedule is provided with respect to a representation. Other than as expressly set forth herein or when the Schedules reference agreements or other matters not documented in a separate writing, all descriptions of agreements, written materials or other matters appearing herein, are summary in nature and are qualified by reference to the complete documents, which have been supplied to the Buyer or its counsel.

EXHIBIT A

Bill of Sale

BILL OF SALE

THIS BILL OF SALE is made as of this ___ day of _____, 202_, by and between the Township of Lower Makefield, Bucks County (the “Seller”) and Aqua Pennsylvania Wastewater, Inc. (the “Buyer”).

BACKGROUND:

A. Seller and Buyer entered into that certain Asset Purchase Agreement dated September 17, 2020 (the “Agreement”), pursuant to which Seller has agreed, among other things, to sell, transfer, convey, assign and deliver to Buyer and Buyer has agreed to purchase from Seller the Acquired Assets, including, without limitation, all of its personal property and fixed assets including equipment, machinery, vehicles, and auxiliary equipment as more thoroughly described on Exhibit “A” attached hereto and incorporated herein by reference (“Personal Property”).

B. Seller desires hereunder to transfer and assign to Buyer the Personal Property pursuant to the Agreement and Buyer desires to accept the sale, transfer, conveyance, assignment and delivery thereof.

C. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Transfer and Assignment. Seller hereby sells, transfers, assigns, delivers and conveys to Buyer, its successors and assigns, all of Seller's right, title and interest in, to and under the Personal Property.

2. Acceptance of Transfer and Assignment. Buyer hereby accepts the transfer, conveyance, assignment and delivery of the Personal Property.

3. Absolute Transfer. It is the intention of Seller to transfer absolute title of the Personal Property to Buyer.

4. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument. This Bill of Sale shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Bill of Sale as the signatories.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the conflicts of laws principles thereof.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

[Remainder of Page Intentionally Blank; Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed on the day and year first above written.

SELLER:

**TOWNSHIP OF LOWER MAKEFIELD,
BUCKS COUNTY**

By: _____

Name: _____

Title: _____

BUYER:

AQUA PENNSYLVANIA WASTEWATER, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

Personal Property

EXHIBIT B

Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into effective as of this ___ day of _____, 202_, by and between the Township of Lower Makefield, Bucks County (the "Assignor") and Aqua Pennsylvania-Wastewater, Inc. (the "Assignee").

A. Assignor, as seller, and Assignee, as purchaser, are parties to that certain Asset Purchase Agreement dated September 17, 2020 (the "Purchase Agreement"), pursuant to which Assignor has agreed, among other things, to sell, transfer, convey, assign and deliver to Assignee and Assignee has agreed to purchase from Assignor the Acquired Assets.

B. The Purchase Agreement contemplates that at Closing, Assignor will assign to Assignee and Assignee will accept and assume, all of Assignor's right, title and interest in and to any and all Assigned Contracts and Authorizations and Permits (the "Assigned Business Deliverables") necessary for the operation of the Acquired Assets.

C. Unless herein otherwise defined, all terms defined in the Purchase Agreement shall have the meanings ascribed to them in the Purchase Agreement when used in this Assignment.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

Assignment of Assigned Business Deliverables. To the extent assignable, Assignor hereby assigns, transfers, sets over, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to all Assigned Business Deliverables, together with all rights and privileges of any nature thereunder accruing to Assignor on or after the date hereof.

Indemnification by Assignor. Assignor hereby agrees to indemnify, defend and hold harmless Assignee and the Buyer Indemnified Persons from and against any and all claims for Losses in accordance with Section 8.02 of the Purchase Agreement.

Indemnification by Assignee. Assignee hereby agrees to indemnify, defend and hold harmless Assignor and the Seller Indemnified Persons from and against any and all claims for Losses in accordance with Section 8.03 of the Purchase Agreement.

4. Counterparts. This Assignment may be executed in any number of identical counterparts, each of which may be executed by any one or more of the parties hereto, all of which shall together constitute one and the same instrument, and shall be binding and effective when each party hereto has executed and delivered to the other party at least one counterpart.

Counterparts delivered via email (.pdf) or facsimile shall be deemed to be originals for all purposes.

5. Successors and Assigns. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania (without giving effect to Pennsylvania's principles of conflicts of law) and the applicable laws of the United States of America.

7. Further Assurances. Assignor acknowledges and agrees that it shall use commercially reasonable efforts to assist Assignee with notice to the other contract parties under the Assigned Contracts with respect to the execution and effect of this Assignment. Without limiting the foregoing, Assignor acknowledges and agrees that it shall use commercially reasonable efforts as requested to by Assignee to effectuate the assignment of any additional contracts, permits, authorizations, licenses and warranties not covered hereunder.

8. Absolute Assignment. It is the intention of Seller to transfer absolute title of the Assigned Business Deliverables to Buyer, its successors and assigns, free of any redemption by Seller or its successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

**TOWNSHIP OF LOWER MAKEFIELD,
BUCKS COUNTY**

By: _____

Name: _____

Title:

ASSIGNEE:

AQUA PENNSYLVANIA WASTEWATER, INC.

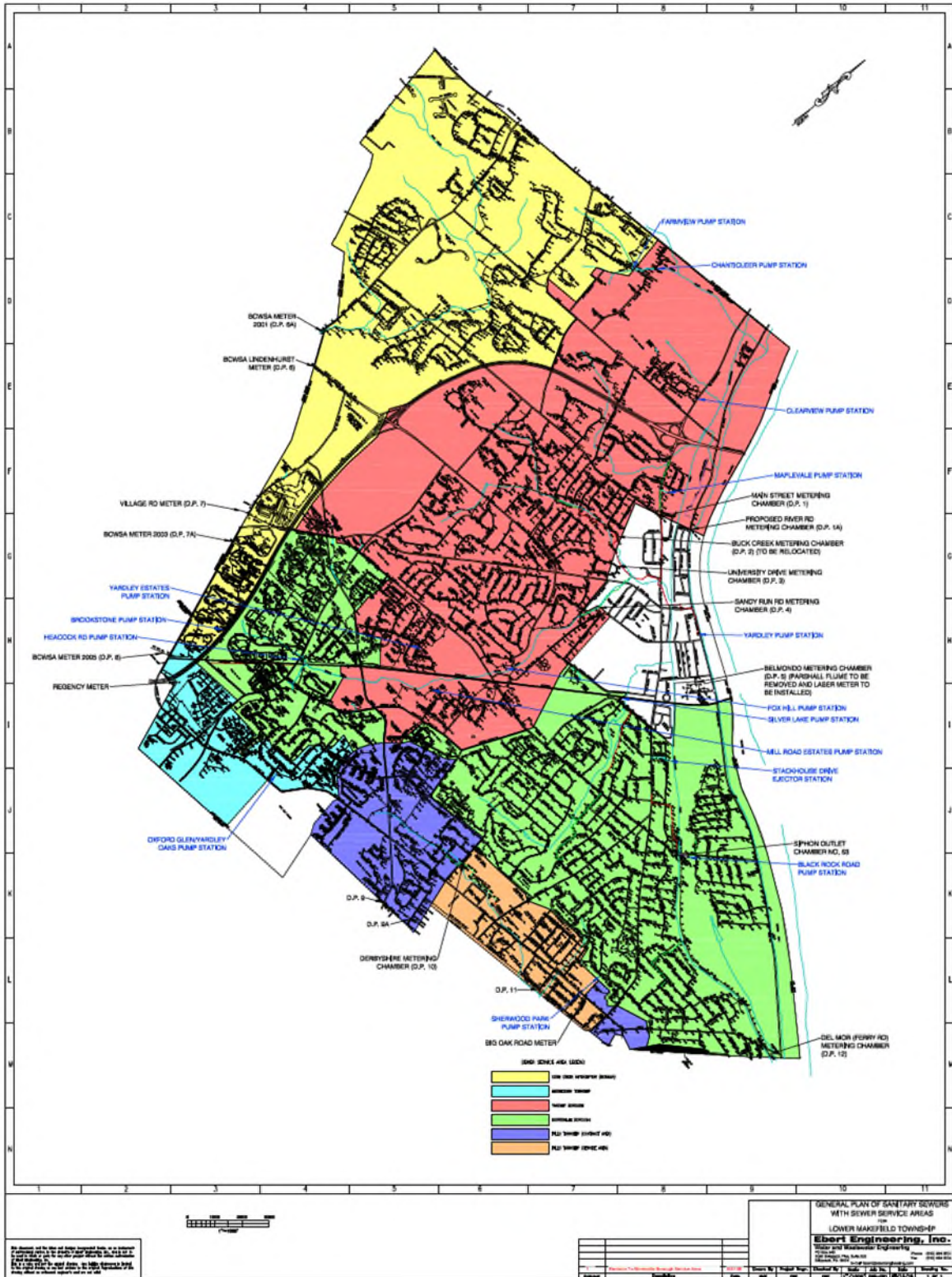
By: _____

Name: _____

Title: _____

SCHEDULE A

Service Area



Neshaminy Interceptor Service Area: There are four pump stations located within the Neshaminy Interceptor Service Area:

1. Farmview Pumping Station: a submersible pump station and services the surrounding residential developments.
2. Chanticleer Pumping Station: comprised of two submersible pumps and services the surrounding residential developments.
3. Brookstone Pumping Station: a wet well dry well configuration that services the Brookstone residential development. This pump station is equipped with two pumps.
4. Yardley Oaks Pumping Station: a wet well dry well pump station equipped with two pumps.

Yardley Service Area: There are five pump stations located within the Yardley Borough Service Area:

1. Clearview Pumping Station: this pump station is a tributary to Yardley Borough and ultimately to the Morrisville Wastewater Treatment Plant. It is a submersible pumping station and is located on Taylorsville Road. This services the Clearview Estates residential development.
2. Maplevale Pumping Station: a submersible pump station and services at the Estates at Prospect Mill, as well as some of the surrounding residential developments.
3. Fox Hill Pumping Station: a wet well dry well pump station.
4. Mill Road Estates: a wet well dry well pump station which services Mill Road Estates and the surrounding residential developments.
5. Yardley Estates Pumping Station: a wet well dry well pump station which services the Yardley Estates Development and surrounding residential developments.

Morrisville Service Area: There are five pump stations located within the Morrisville Borough Service Area, all of which are a wet well dry well configuration:

1. Heacock Road Pumping Station
2. Black Rock Road Pumping Station
3. Sherwood Park Pumping Station
4. Silver Lake Pumping Station
5. Stackhouse Drive Pumping Station

Falls Contract Service Area: The Falls Contract Service Area contains four flow meters. There are no pumping stations.

Schedule 2.02(i)

Excluded Assets

51 KW Generator and Pad located at the Stackhouse Drive Pump Station

One (1) 12" enclosed "Integrity" Trailer - HL 6X12 01380

One (1) Kohler Generator on Trailer - SN KOH0789983

One (1) Multiquip trailer mounted pump - Engine SN *PE4024R089952*, 4024TF281

One (1) 2011 Ford Econoline 11 Passenger Van (VIN: 1FBNE3BLXBDB10893)

One (1) 2019 Chevy Colorado Pickup Truck (VIN: 1GCGTCEN8K1246495)

One (1) 2019 Chevy Silverado 2500 HD Pickup Truck (VIN: 2GB2KSEGXK1151430)

One (1) 2015 GMC Sierra 3500 HD Pickup Truck (VIN: 1GT422EG1FF569135)

Schedule 4.05

Required Consents and Approvals

1. Pennsylvania Public Utility Commission (“PaPUC”) Approval of Transaction
2. PaPUC Approval of Consent to Assignment and Amendment to Sewer Service Agreements and Related Amendments
3. Pennsylvania Department of Environmental Protection (“PaDEP”) Approval of Sanitary Sewer Collection and Conveyance System Act 537 Plan recognizing transfer of wastewater collection system from Seller to Buyer
4. PaDEP Approval of Transfer of All WQM Permits

Schedule 4.06

Undisclosed Liabilities

None.

Schedule 4.07

Absence of Certain Changes or Events

None.

Schedule 4.08

Unpaid Taxes and Tax Claims

None.

Schedule 4.09

Real Property and Easements; Liens

Real Property:

- Black Rock Road Pump Station: located near the intersection of Black Rock Road and Ivy Lane
- Chanticleer Pump Station: located southeast of Dyers Lane
- Heacock Road Pump Station: located on the east side of Heacock Road just south of Heritage Oak Drive
- Oxford Glen / Yardley Oaks Pump Station: located at the intersection of Acorn Drive and Woodview Drive
- Sherwood Park Pump Station: located southeast of Essex Lane cul-de-sac
- Silver Lake Pump Station: located north of Oxford Road
- Stackhouse Drive Pump Station: located northeast of Stackhouse Drive

Easements:

- Deed of Easement dated 1995 between Russell Hinkel, Deborah Hinkel and Lower Makefield Township for a right-of-way easement
- Deed of Dedication for Pumping Station Area, Wynnewood V, Section 3, dated September 26, 1981 between Buckingham Developers, Inc. and the Township of Lower Makefield
- Legal description for a sanitary sewer easement through the property of Ralph Pisani and Berel Altami
- Declaration of Taking filed December 3, 1965 for a right-of-way on a lot of land running west of Taylorsville Rd. in Prospect Drive, from M.H. F534 to M.H. F506 in the Township of Makefield and a portion of Lake Shore Drive from M.H. E6 running s/e along Lake Drive over & through the land of Makefield Lakes Recreation Association, for a distance of 165.8 to land of Walter B. Churchill, et ux, Township of Lower Makefield
- Declaration of Taking filed June 18, 1965 for a right-of-way on a lot of land at Ferry & River Roads, and on lots of land on the n/e side of Penna. Canal owned by Arthur and Mary Gable Stryker, Henrietta R. Ellin and Jane S. Ellin, Madison Estates, Inc. and Hiram & Marion Gruenwald Rickert, h/w, Wm. J. Weinman & 1st Trenton Nat'l Bank, Trustees U/W Wm. A. Weinman, Dec'd.
- Declaration of Taking filed July 15, 1965 for a right-of-way on a lot located in Lower Makefield Township adjoining lands of Anna Kungl and Eleanor M. Erb, and a lot of land situate on Lot 61 at Berkley Drive, Lower Makefield Twp.
- Declaration of Taking filed August 19, 1965 for a right-of-way on lots of land located on the northerly side of Penna. Canal, a lot of land located on Buck Creek between Wilbur Rd and Knoll Drive, lots of land known as Nos. 52, 53, 54 on n/e side of Taylorsville Rd, and lots of land known as Nos. 54&55 on n/e side of Stackhouse Drive
- Declarations of Taking filed October 29, 1965 for the permanent right-of-way easements for (i) a portion of lot 30, Fairfield Terrace, on n/s of Stackhouse Drive; (ii) portion of lot located on w/s of Fiarway Drive; (iii) portion of lot located on e/s of Sandy Run Road, adjacent to lands of Haydo, Fox, Hand and Mancuso Twp; (iv) portion of lot 70, Milford Manor, on e/s of David Terrace; (v) portion of Lot 81, Milford Manor, on w/s of Esther Lane; (vi) Lot of land running from M.H. 234 in a northerly course along David Terrace and running from M.H. 221 to M.H. 224 in an easterly course along Irving Road

- Declarations of Taking filed May 24, 1965 for the permanent right-of-way easements for (i) lot of land located on n/e side of Penna. Canal; (ii) lot of land located on Penna. Canal; (iii) lot of land located at Buck & Quarry Roads; (iv) Lot of land at or near N. Delmorr Avenue
- Declarations of Taking filed June 17, 1966 for the permanent right-of-way easements for (i) lot of land on s/side of Pa. Canal from Black Rock Rd. to land of Conte; (ii) lot of land in bed of Oxford Road from MH E206 to MH E201; (iii) lot of land on n/side of Stackhouse Drive, lot 26, Fairfield Terrace; (iv) lot of land on s/side of Pa. canal from land of Cappa to land of Regler
- Declarations of Taking filed August 10, 1966 for the permanent right-of-way easements for (i) lots 36 & 37 on n/e side of Walnut Avenue; (ii) lot 28 on northeasterly side of Walnut Ave; (iii) lot 28, west acres on n/side of Glen Valley Road; (iv) lot 28, or portion of, West Acres, on n/side of Glen Valley Road; (v) lot 10, Tanglewood, on e/side of Wilfred Drive; (vi) lot 34, on n/side of Walnut Avenue; (vii) lot 35, on n/side of Walnut Avenue
- Declarations of Taking filed October 1965 for the permanent right-of-way easements for (i) lot of land no. 34 & 35 on north side of Crown Terrace; (ii) lot of land No. 36 on north side of Crown Terrace; (iii) lot of land No. 33, west acres; (iv) lot of land No. 37 on north side of Crown Terrace; (v) lot of land No. 38 on north side of Crown Terrace; (vi) lot of land No. 32 on south side of Pa. Canal; (vii) lot of land No. 31 on north side of Crown Terrace; (viii) lot of land No. 29 & 30 on south side of Penna. Canal; (ix) lot of land on Black Rock Road, and s/w side of Pa. Canal; (x) lot of land on south side of Pa. Canal from Black Rock Road to land of Conte; (xi) lot of land on south side of Pa. Canal from land of Cappa to land of Regler
- Declarations of Taking filed September 15, 1965 for the permanent right-of-way easements for (i) portion of Lot #144 located on the westerly side of Homestead Drive; (ii) portion of Lot #9 located on the westerly side of College Avenue; (iii) portion of Lot #6 located on the westerly side of College Avenue; (iv) portion of lot #10 located on the westerly side of College Avenue; (v) portion of lot #8 located on the westerly side of College Avenue; (vi) portion of lot #40 located on the northerly side of Crown Terrace; (vii) portions of lots #39 & 40 located on the northerly side of Crown Terrace; (viii) land located on the east side of Houston Rd through the land of Wm. A. Bauers, et ux; (ix) land located on the westerly side of Houston Road through to land of Paul Hancock, et ux; (x) lot of land located on southerly side of Pine Lane
- Declarations of Taking filed September 23, 1965 for the permanent right-of-way easements for (i) lot of land on the west side of Morningside Avenue from land of Croft to land of Weinstein; (ii) lot of land No. 63, Delavue Manor, on the w/side of Morningside Avenue; (iii) lot of land on the east side of Silver Lake from land of Covalesky to land of Wilson; (iv) lot of land No. 64, Delavue Manor, on the w/side of Morningside Avenue; (v) lot of land, No. 14, Penn Valley Manor on the s/side of Oak Hill Lane; (vi) lot of land, No. 41, River Glen, on the s/e side of Glen Drive; (vii) lot of land, lot 73, Sylvan Glen, on the s/side of South Drive; (viii) lot of land on the s/side of Pine Lane, lot 101; (ix) lot of land on the west side of Morningside Avenue, Delavue Manor; (x) lot of land on the Yardley Boro-Lower Makefield Twp Line, adjacent to land of Cold Spring Bleachery; (xi) lot of land on the west side of College Avenue, lots 2 & 3; (xii) lot of land running from Holland Dev. Co. over & through to lands of Scammell estate and the Yardley Boro-Lower Makefield Township Line
- Amendment to Declaration of Taking by the Municipal Sewer Authority of the Township of Lower Makefield (undated)
- Index of Right of Way Grants Given to the Municipal Sewer Authority of the Township of Lower Makefield (undated)
- Declaration of Taking by the Municipal Sewer Authority of the Township of Lower Makefield recorded in Deed Book 1829, page 118 on April 29, 1966 for the lot of land from MH A451 to Pa. canal in bed of Warwick Road, an undedicated street
- Declaration of Taking by the Municipal Sewer Authority of the Township of Lower Makefield recorded in Deed Book 1833, page 466 on June 17, 1966 for (i) lot of land on s/side of Pa. Canal

from Black Rock Road to land of Conte; (ii) lot of land in bed of Oxford Road from MH E206 to MH E201; (iii) lot of land on n/side of Stackhouse Drive, lot 26, Fairfield Terrace; (iv) lot of land on s/side of Pa. Canal from land of Cappa to land of Regler

- Declaration of Taking recorded in Deed Book 1834, page 871 on June 22, 1966 for lot of land located on the s/side of Pa. Canal from land of Edwards to land of Loser
- Declaration of Taking recorded in Deed Book 1840, page 256 on August 10, 1966 for (i) lots 36 & 37 on n/e side of Walnut Avenue; (ii) Lot 28 on northeasterly side of Walnut Avenue; (iii) lot 28, West Acres, on n/side of Glen Valley Road; (iv) lot 28, or portion of, West Acres on n/side of Glen Valley Road; (v) lot 10, tanglewood, on e/side of Wilfred Drive; (vi) lot 34 on n/side of Walnut Avenue; (vii) lot 35 on n/side of Walnut Avenue
- Declaration of Taking dated March 7, 1966 for a right-of-way easement for (i) lots of land on the n/w side of Tudor Lane adjacent to land of Jean H. Geniesse, (ii) lot of land on the s/e side of Vernon Lane adjacent to land of Jean H. Geniesse, (iii) lot of land on the w/side of Penna. Canal from land of Pearl to land of Wayman, (iv) lot of land, Nos. 10 & 12, Sec. N, Westover, (v) Lot of land on n/side of Shelly Lane, (vi) portion of lot of land adjacent to Lots 41 & 42, (vii) lot of land No. 28 West Acres, and (viii) lot of land running from north to south along Maplewood Lane from MH A511 to MHA505
- Right-of-Way Grant dated December 13, 1965 between Cold Spring Bleachery and the Municipal Sewer Authority of the Township of Lower Makefield for a permanent 20-foot-wide easement
- Indenture dated March 20, 1986 between Reading Real Estate Company and the Township of Lower Makefield impacting Tax Parcel No. 20-34-20-7
- Legal Description for a permanent force main easement for the Lower Makefield School District Authority for Tax Parcel No. 20-34-22
- Deed of Dedication dated June 1, 1993 between Edgebrook Development Company and the Township of Lower Makefield
- Queens Grant Section VII – Lower Makefield Township, Bucks County, Lots 201 and 202 – 30-foot storm and sanitary sewer easement impacting Tax Parcel Nos. 20-55-222, 20-550-221
- Legal description of a 20-foot-wide sanitary easement for the Casadonti Subdivision in Yardley Borough
- Declaration of Taking filed November 1, 1965 for a right-of-way easement on a portion of lot or land on the east side of Derbyshire Road, running over & through to lands of Pennsbury Joint School District, Twp. Of Lower Makefield
- Deed of Easement dated June 30, 1997 between Yardley Estates, LP and the Township of Makefield for a 30-foot-wide sanitary sewer easement (Tax Map Parcel Nos. 20-60-254, 20-60-255, 20-56-44, 20-56-45, 20-56-46, 20-56-47, 20-56-49, 20-56-49, 20-56-19, 20-56-20, 20-75-49, 20-75-53, 20-75-54, 20-75-55, 20-75-56
- Deed of Dedication – Utility Easement – Rolling Green (a/k/a Santosa Estates) dated October 17, 2005 between Quaker Group Residential LP and Lower Makefield Township for a 40-foot-wide utility easement in the Rolling Green Subdivision
- Deed of Dedication – Utility Easement – Rolling Green (a/k/a Santosa Estates) dated October 17, 2005 between Quaker Group Residential LP and Lower Makefield Township for utility easements in the Rolling Green Subdivision (Tax Parcel Nos. 20-56-90, 20-56-91, 20-56-110, 20-34-79, 20-56-95, 20-56-83, 20-56-84, 20-60-296, 20-60-297
- Deed of Dedication – Sanitary Sewer Easement – Hidden Hoaks I dated December 19, 2000 between Hidden Oaks Development Associates, LP, Hidden Oaks- RHI, LP and Lower Makefield Township for a storm and sanitary sewer easement (Tax Parcel Nos. 20-60-233, 20-60-234, 20-60-167, 20-60-168, 20-60-171, 20-60-172, 20-60-184, 20-60-185, 20-34-29-3, 20-60-243, 20-60-187, 20-60-188, 20-60-189
- Deed of Easement – Storm and Sanitary Sewer Easement – Hidden Oaks I dated December 19, 2000 between Hidden Oaks Development Associates, LP, Hidden Oaks-RHI, LP and Lower

Makefield Township for storm and sanitary sewer easements (Tax Parcel Nos. 20-60-235, 20-60-236, 20-60-228, 20-60-229)

- Deed of Easement dated June 21, 1990 between Marcel Trepanier, Francoise Trepanier and Lower Makefield Township for a right-of-way easement for tax parcel number 20-34-234
- Legal description for Big Oaks Bend Sanitary and Storm Water Easements
- Legal description for Bucks County Business Park sanitary sewer easement for Parcels C, D, and E
- Right of Way Grant dated March 21, 1980 between Makefield Associates, Makefield Associates II, and the Municipal Sewer Authority of the Township of Lower Makefield for a perpetual right of way and easement for parts of the sewer system (6 30-foot-wide sanitary sewer easements and 2 20-foot wide force main easements)
- Deed of Dedication – Sanitary Sewer Easements – Winterfield dated April 10, 2001 between Realen Homes LP and Lower Makefield Township for that certain sanitary sewer easement for tax parcel numbers 20-21-114, 20-21-115 and 20-24,156
- Deed of Easement – Storm and Sanitary Sewer Easement – Winterfield dated April 12, 2001 between Meridian Mortgage Corporation and Lower Makefield Township for those certain storm and sanitary sewer easements for tax parcel numbers 20-24-3, 20-24-4, 20-24-82
- Deed of Dedication – Sanitary Sewer Easement – Stewart’s Field dated January 9, 2003 between DeLuca Enterprises, Inc. and Lower Makefield Township for that certain sanitary sewer easement for tax parcel numbers 20-24-175 and 20-24-184, 20-21-150 and 20-21-151
- Deed of Dedication – Sanitary Sewer Easements Peake Farm dated November 17, 2004 between Quaker Group Developments, LP and Lower Makefield Township for those certain sanitary sewer easements for the Peake Farm (Tax Parcel Nos. 20-65-310, 20-60-301, 20-69-45)
- Indenture dated November 30, 1990 between Yardley Mill Development Corporation and Township of Lower Makefield for that certain sanitary sewer easement located at the Mill at Yardley
- Deed of Dedication – Easements and Additional Road Right of Way dated June 15, 1989 between Erin Development Co. and the Board of Supervisors of Lower Makefield Township for sanitary sewer easements and an additional road right of way with respect to Oxford Valley Road (for Makefield Quarters)
- Deed of Dedication dated February 7, 1989 between William Whitecraft and the Township of Lower Makefield for a 30-foot wide sanitary sewer easement (542 Heacock Road)
- Deed of Dedication dated April 21, 1991 between Lawrence Court Associates, Inc and the Township of Lower Makefield for certain sanitary sewer easements and storm sewer easements and detention basin (Farmington Lots 33, 34, 35)
- Deed of Easement dated February 2, 2001 between Russel D’Aversa, Loretta D’Aversa and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement being a part of Tax Map Parcel 20-012-014
- Deed of Easement dated February 2, 2001 between Russel D’Aversa, Loretta D’Aversa and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement being a part of Tax Map Parcel 20-012-015-2
- Deed of Easement dated December 16, 1992 between John and Joanne Christ and Lower Makefield Township for a sanitary sewer easement being a part of Tax Parcel No. 20-37-10
- Legal Descriptions for the following sewer easements
 - Tax Map Parcel No. 20-32-27 (Vincent and Jane D’Aversa)
 - Tax Map Parcel No. 20-33-1 (Ernest and Shirley Fetterman)
 - Tax Map Parcel No. 20-33-2 (Michael and Andrea Mihaly)
 - Tax Map Parcel No. 20-16-74 (Rudolph J. Fatyol Sr and Frances D. Fatyol)
 - Tax Map Parcel No. 20-34-47 (Estelle M. Smith)
 - Tax Map Parcel No. 20-34-22 (Lower Makefield School District Authority)

- Tax Map Parcel No. 20-37-12 (Denning R. and Susan B. Smith)
 - Tax Map Parcel No. 20-16-70 (Angelina M. Bockin)
- Deed of Dedication Roadway and Sewer Facilities Township Line Road Extension dated March 10, 1993 by DeLuca Enterprises, Inc. and the Township of Lower Makefield for the Floral Vale and Smith Tract
- Indenture dated March 20, 2000 between DeLuca Enterprises, Inc. and the Township of Lower Makefield for that certain 30-foot wide easement being parts of Tax Map Parcel Nos.20-13-5 and 20-13-5-1
- Deed of Dedication dated June 5, 1995 between DeLuca Enterprises, Inc. and the Township of Lower Makefield for that certain right-of-way easement for Floral Vale (Phase I) for Tax Parcel No. 20-13-5
- Deed of Dedication dated October 1989 between Polo Run Associates, Ltd., and the Township of Lower Makefield for that certain sanitary sewer easement for the Polo Run Village (Tax Map Parcel No. 20-12-10)
- Bill of Sale dated June 21, 2001 between Realen Homes, L.P. and Lower Makefield Twp. For the ownership interest and facilities referred to as Brookstone Pumping Station
- Deed of Dedication for Sanitary Sewer Easements dated July 13, 1981 between Revose Service Corporation and the Township of Lower Makefield for 15 permanent sanitary sewer easements for Mirror Lake Farms
- Indenture dated May 19, 1988 between Hovnanian Pennsylvania, Inc. and the Township of Lower Makefield for sanitary sewer easements for County Tax Parcel Numbers 20-61-9 and 20-58-155
- 30-foot-wide utility easement for Lots 1, 2, 27, and 28 of Polekoff Farm in Lower Makefield Township dated March 12, 1985
- Proposed Easement for Lot 31 of Mirror Lake Farms in Lower Makefield Township dated September 9, 1980
- Deed of Easement dated November 1, 1990 between Samuel R. D'Aversa and Elizabeth D'Aversa and Lower Makefield Township for a sanitary sewer easement through their property identified as Bucks County Tax Parcel Number No. 20-16-57
- Deed of Easement dated January 7, 1991 between Dimitri McKamey and Mariann McKamey and Lower Makefield Township for a sanitary sewer easement through their property identified as Bucks County Tax Parcel No. 20-16-58
- Deed of Easement dated November 20, 1990 between Earl L. Rule and Kathryn L. Rule and Lower Makefield Township for a sanitary sewer easement through their property identified as Bucks County Tax Parcel No. 20-22-1
- Deed of Dedication – Utility Easement Afton Crest dated August 5, 2003 between DeLuca Enterprise Inc. and Lower Makefield Township for a 30-foot-wide utility easement through lots 1, 2 and 3 of Afton Crest
- Grant of Easement dated October 20, 2003 between Lower Makefield Township and K. Hovnanian at Lower Makefield Township I, LLC for a sanitary sewer easement through the land identified as Tax Parcel No. 20-61-52
- Grant of Easement dated October 20, 2003 between Lower Makefield Township and K. Hovnanian at Lower Makefield Township I, LLC for a sanitary sewer easement through the land identified as Tax Parcel No. 20-34-20-2
- Deed of Easement – Sanitary Sewer dated January 18, 1999 between Craig Sanford and Mary Jo Sanford and Congregation Kol Emet granting a sanitary sewer easement for 20-34-36-04
- Deed of Easement dated December 21, 2001 between Robert Arnott, Nancy J. Arnott and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-004-007

- Deed of Easement dated December 21, 2001 between Stephen Biedka and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-004-012
- Deed of Easement dated January 4, 2002 between Stacey E. Feiner, Peter R. McCarren and Lower Makefield Township for a 10-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-004-015-001
- Deed of Easement dated April 10, 2002 between Walter C. Flowers and Lower Makefield Township for a 30-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-003-036-001
- Deed of Easement dated February 18, 2002 between F. Bruce Gillespie and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-004-006
- Deed of Easement dated December 22, 2001 between Adele Juston and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-004-011
- Deed of Easement dated December 21, 2001 Neville D. Noel, Donna L. Noel and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-004-010
- Deed of Easement dated December 18, 2001 between Gale C. Oberndorfer, Beth Y. Oberndorfer and Lower Makefield Township for a 10-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-004-014
- Deed of Easement dated July 5, 2002 between Deno D. Papageorge, Linda F. Papageorge and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-006-018-001
- Deed of Easement dated January 18, 2002 between Robert E. Plunkett, Kimberly A. Plunkett and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-006-025
- Deed of Easement dated January 15, 2001 between Myrtle F. Schaible and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-006-0024
- Deed of Easement dated December 21, 2001 between Philip Tuniman, Tessie Tuniman and Lower Makefield Township for a 10-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-004-013
- Deed of Dedication – Sanitary Sewer Easement dated July 1, 1990 between Edward B. Meyers, Irwin B. Robbins t/a Best Homes and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-4-172
- Deed of Dedication – Meeting House Glen (Loberg Tract) Sanitary Sewer Easements dated December 31, 2003 between Realen Homes, L.P. and Lower Makefield Township for permanent sanitary sewer easements in and along a portion of their property being a part of Bucks County Tax Map Parcel Numbers 20-3-41-4, 20-3-41-5 and 20-5-80
- Deed of Dedication – Pumping Station dated March 23, 2000 between Farmview Associates, L.P. and Lower Makefield Township for a pumping station at Bucks County Tax Map Parcel Number 20-5-74
- Deed of Easement – Devonshire – Sanitary Sewer Easement dated August 22, 2003 between Bridle Estates LP and Lower Makefield Township for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Numbers 20-68-46 to 70 and 20-80-42 to 44

- Grant of Easement dated December 2, 1993 between Walter C. Flowers and Dolington Estates LP for a 30-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Numbers 20-3-28-1 and 20-3-16
- Grant of Easement dated February 17, 1994 between John and Rosemary Blum and Dolington Estates L.P. for a 30-foot-wide permanent sanitary sewer easement in and along a portion of their property
- Grant of Easement dated March 22, 1995 between Wesley W. Hackman Jr., Fay B. Hackman and Dolington Estates LP for a 35-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Numbers 20-3-15 and 20-3-23
- Easement Agreement dated July 23, 1993 between Farmview Associates, LP and Dolington Estates LP for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property
- Grant of Easement dated August 16, 1994 between Thomas S. Minemart 2nd and E. Stephen Malise and Dolington Estates LP for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-3-28
- Deed of Easement dated January 8, 2000 between Jerome L. Cuccia, Patricia A. Cuccia and The Municipal Sewer Authority of the Township of Lower Makefield for a permanent sanitary sewer easement and egress easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-79-24
- Deed of Easement dated May 7, 2001 between Charles H. Reichenbach, Carolyn P. Reichenbach and The Municipal Sewer Authority of the Township of Lower Makefield for a permanent sanitary sewer easement and egress easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-79-25
- Deed of Easement – Dolington Estates II – Sanitary Sewer Easements dated September 10, 2004 between Dolington Estates LP and Lower Makefield Township Sewer Authority for a permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Numbers 20-77-85, 20-77-86, and 20-74-52
- Bridle Estates 10-foot-wide sanitary sewer easement “O” through open space “A” dated December 16, 1998
- Bridle Estates 30-foot-wide sanitary sewer easement “N” through parcel “A” and open space “B” dated December 16, 1998
- Bridle Estates 30-foot-wide sanitary sewer easement “M” through lot 65 and detention basin dated December 16, 1998
- Deed of Easement dated April 6, 1999 between Patrick Brennan and Kim Ann Brennan and Lower Makefield Township for a 10-foot-wide permanent sanitary sewer easement in and along a portion of their property being part of Bucks County Tax Map Parcel Number 20-31-08
- Deed of Easement dated April 6, 1999 between William E. Stanton, Antoinette M. Standton and Lower Makefield Township for a permanent sewer easement in and along a portion of their property being a party of Bucks County Tax Map Parcel Number 20-31-19
- Deed of Easement dated April 6, 1999 between Juliet C. Sommer and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Numbers 20-31-10-1 and 20-31-10
- Deed of Easement dated April 6, 1999 between Robert S. Michael & Birgit E. Kohl and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-31-11-1
- Deed of Easement dated April 6, 1999 between Robert W. Burlingame and Betty J. Burlingame and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-31-11

- Deed of Easement dated April 6, 1999 between Albright G. Zimmerman, Margaret H. Zimmerman and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-30-69
- Deed of Easement dated April 6, 1999 between Uwe Hundskopf and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-30-70
- Deed of Easement dated July 21, 1999 between Kevin Fischer, Barbara Fischer and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Numbers 20-30-71 and 20-30-73
- Deed of Easement dated April 6, 1999 between Thomas D. Oliver, Leoni S. Oliver and Lower Makefield Township for a 10-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-30-72
- Deed of Easement dated April 6, 1999 between Paul E. Hadfield, Diane Hadfield and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-30-68
- Deed of Easement dated April 6, 1999 between Thomas E. Blaszczyk and Donna M. Blaszczyk and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-30-75
- Deed of Easement dated April 6, 1999 between Marie Duffy and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-30-76
- Deed of Easement dated April 6, 1999 between Paula Wonsetler and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-30-78
- Deed of Easement dated April 12, 1999 between John Nevin, Eleanor Nevin and Lower Makefield Township for a 20-foot-wide permanent sanitary sewer easement in and along a portion of their property being a part of Bucks County Tax Map Parcel Number 20-30-74
- Deed of Dedication dated March 6, 1987 between Trevoise Service Corporation and Lower Makefield Township Municipal Authority of the parcels described in Exhibit A for sewer lines and no other purpose
- Deed of Dedication Sanitary Sewer Easement (Long Shore Estates) dated October 22, 1998 between DeLuca Enterprises, Inc. and the Township of Lower Makefield
- Deed of Dedication dated August 31, 2004 between Pebble Creek Associates, L.P. and Lower Makefield Township for a 10-foot-wide sanitary lateral easement, a 50-foot-wide sanitary sewer easement and a 30-foot-wide sanitary sewer easement at the Estates at Pebble Creek
- Deed of Dedication Storm and Sanitary Sewer Easements for Clearview Estates dated August 9, 2002 between Realen Homes, L.P. and Lower Makefield Township

Schedule 4.10

Equipment and Machinery; Associated Liens

Black Rock Road Pumping Station:

- 45 KW Generator and Pad
- Pumps, 20 HP
- Controls
- Piping and valves (dry well)

Chanticleer Pump Station

- Portable Generator
- Pumps, 3 HP and controls
- Piping and valves (wetwell)

Clearview Pump Station:

- 150 KW Generator
- Pumps, 20 HP and controls
- Piping (wetwell)
- Vault piping and valves

Farmview Pump Station:

- 60 KW Generator
- Pumps, 15 HP and controls
- Piping (wetwell)
- Vault piping and valves

Fox Hill Pump Station:

- 75 KW Generator located at Fox Hill Pump Station
- Pumps, 25 HP and controls
- Dry well piping

Maplevale Pump Station:

- Portable Generator located at Maplevale Pump Station
- Pumps, 3 HP and controls
- Piping and valves (wetwell)

Oxford Glen/Yardley Oaks Pump Station:

- 80 KW Generator
- Pumps, 7.5 HP and controls

- Dry well piping

Sherwood Park Pump Station:

- 45KW Generator and Pad
- Pumps, 15 HP
- Controls
- Piping and valves (dry well)

Silver Lake Pumping Station:

- 80 KW Generator and Pad
- Pumps, 15 HP (three pumps)
- Controls
- Piping and valves (dry well)

Stackhouse Drive Pump Station:

- Pumps, level sensors, and pump controls
- Piping (wetwell)
- Vault piping and valves

Yardley Estates Pump Station:

- 30 KW Generator
- Pumps, 10 HP and controls
- Dry well piping

Mill Road Estates Pump Station:

- 60 KW Generator
- Pumps, 30 HP and controls
- Piping (wetwell)
- Vault piping and valves

Brookstone Pump Station:

- 50 KW Generator
- Pumps, 15 HP and controls
- Dry well piping

Other:

- 10 adjustable manhole riser - 26" Dia. X 1.5"
- 15 adjustable manhole riser - 24" Dia. X 1.5"
- About 32 manhole inserts for I&I - 24" Dia.
- 22 manhole lids/covers - 26" Dia.

- 22 manhole lids/covers - 24" Dia.
- 10 Precast Concrete Risers - 40.5" OD, 24" ID x 2"
- 2 Manhole Adjustment Rings - 24" Dia x 4"
- 1 ISCO 2150 Area Velocity FLOW Meter (portable) - 60-2004-007, SN 218F03642
- 1 ISCO 2150 Area Velocity FLOW Meter (portable) - 60-2004-007, SN 218F03643
- 1 ISCO 2150 Area Velocity FLOW Meter (portable) - 60-2004-007, SN 218F03644
- 1 Barnes Submersible Pump - Model XSGV3032L, SN C1573845-0412
- 1 Barnes Submersible Pump - Model XSGV3032L, SN C1573846-0412
- 1 GA Industries 4-6" valve - SN 432031839

Schedule 4.12

Non-Compliance with Environmental Requirements

Corrective Action Plan:

A Settlement Agreement between Bucks County Water and Sewer Authority (BCWSA) and the Pennsylvania Department of Environmental Protection (PADEP) was reached which included the establishment of the Neshaminy Interceptor Corrective Action Plan and the Neshaminy Interceptor Connection Management Plan for the Neshaminy Interceptor. As a result, all municipalities who are tributary to the Neshaminy Interceptor were required to update their Municipal Act 537 Plans, prepare a Sewer System Needs Analysis for their communities and complete a comprehensive Inflow and Infiltration evaluation with an abatement plan for their sanitary sewers. Lower Makefield Township submitted a Corrective Action Plan to the PADEP on September 21, 2017, which was approved by means of the Lower Makefield Township Act 537 Plan on November 5, 2018.

The Corrective Action Plan addresses three service areas within Lower Makefield which are tributary to the Neshaminy Interceptor: The Core Creek Interceptor Service Area, the Middletown Township Service Area, and the Falls Township Contract Area.

As of the Corrective Action Plan Yearly Update dated March 9, 2019, Lower Makefield Township is still on the original anticipated schedule set forth in the Corrective Action Plan.

SSO Reporting for Calendar Years 2019 and 2020: There have been no capacity-related bypassing, SSOs or surcharging in the Falls Contract Area, the Morrisville Municipal Authority Service Area, the Neshaminy Interceptor Service Area or the Yardley Borough Service Area during the 2019 and 2020 report years.

SSO Reporting for Calendar Years 2017 and 2018:

- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Calendar Year 2017, the Falls Contract Area did not experience capacity-related bypassing, SSOs or surcharging during the report year.
- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Calendar Year 2017, the Morrisville Municipal Authority Service Area did not experience capacity-related bypassing, SSOs or surcharging during the report year.
- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Calendar Year 2017, the Neshaminy Interceptor Service Area did not experience capacity related bypassing, SSOs or surcharging during the report year. Note however, that the Core Creek Interceptor had documented high flows during rain events however no SSO occurred in 2017.

- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Calendar Year 2017, the Yardley Borough Service Area did not experience capacity-related bypassing, SSOs or surcharging during the report year.
- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Calendar Year 2018, with respect to the Falls Contract Area, Lower Makefield Township received a Notice of Violation on November 29, 2018 for the event located at Ester Lane and Irving Road (Darbyshire Road Area. The primary cause of the SSO was due to a root mass in which Lower Makefield Township cleared and removed the debris.
- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Calendar Year 2018, the Morrisville Municipal Authority Service Area did not experience capacity-related bypassing, SSOs or surcharging during the report year.
- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Calendar Year 2018, the Neshaminy Interceptor Service Area did not experience capacity related bypassing, SSOs or surcharging during the report year. Note however, that the Core Creek Interceptor had documented high flows during rain events.
- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Calendar Year 2018, the Yardley Borough Service Area did not experience capacity-related bypassing, SSOs or surcharging during the report year.

Schedule 4.13

Authorizations and Permits

537 Plan:

- Lower Makefield Township Act 537 Sewage Facilities Plan Special Study for Neshaminy Interceptor (537 Plan), as prepared by Ebert Engineering, Inc., dated February 15, 2018, with a last revision date of October 30, 2018.
- Township of Lower Makefield Bucks County, Pennsylvania Act 537 Sewage Facilities Plan Update approved by DEP on July 22, 1999 with a portion of the Township covered by the Edgewood Village Component 3m, approved by DEP on July 1, 2011.

Permits:

Subdivision/Project	WQM Number
Belmondo on the Delaware	0977407
Bexley Orchards	0987412
Big Oak Bend	0981415
Brock Creek Trunk Replacement	0981416
Buck Creek Ests I & II & Mirror Lake	0978442
Buck Creek Ests III	0980447
Centennial Village	0976423
Chestnut Woods (a/k/a Winterfield)	0987461
Church of Latter Day Saints	0988470
Clearview Estates and Countryside Estates	0988408
Delmorr Interceptor	0992414
Devonshire Estates	0987413
Dolington Ests/Core Creek	0995408
Farmview I & II	0988425
Farmview III thru VI	0992403
Foley Tract (a/k/a Makefield Crossing)	0988483
Fox Hollow (a/k/a Canterbury Ests)	0977406
Frog Pond Hollow	0979462
Glen Oaks	0978412
Heacock Meadows I & II	0989427
Heacock Road Extension (Woodside Presbyterian Church)	0985445
Heather Ridge	0988434
Heritage Oaks	0986460
Hidden Oaks I	0989439
Hunt Estates	0982422
Kauffman Estate (Makefield Road)	0988476
Leader Nursing Home (a/k/a Manor Care)	0988446
Long Meadow (Lots 1-2)	0982407
Makefield Brook II	0988443

Makefield Chase	0979449
Makefield Glen	0986471
Makefield Executive Quarters	0986438
Tanglewood (Mill at Yardley)	0982420
Mill Road Estates	0997405
Yerkes Off-Site	0977484
Oxford Glen/Yardley Oaks	0979463
Peter Morris Village	0985405
Polo Run	0987420
Polokoff Farms	0982421
Quarry Commons (Pebble Creek)	0978411
Queens Grant	0971429
Rose Hollow	0981401
Stony Hill Estates (a/k/a Woodlands)	0989437
Villages at Makefield (all sections)	0987445
Woodhaven (a/k/a Rivergate)	0989402
Pennsbury Walk (Worthington Valley)	0989401
Wynnewood 5, Section 5	0980446
Yardley Corners	0979445
Yardley Crest	0988450
Yardley Estates	0985439
Yardley Hunt, Section F	0980423
Yardley Meadows	0979452
Yardley Farms (a/k/a Buck Hill Farms)	0980424
Yardley Run	0984402
Mindhart Tract	APS ID 603019

Schedule 4.14

Assigned Contracts

Name of Contract	Parties to Contract	Date of Contract	Subject
Sewage Transportation Agreement	Municipal Sewer Authority of the Township of Lower Makefield Lower Makefield Township ("LMT") Yardley Borough Sewer Authority ("YBSA")	November 20, 2015	Terminates and amends prior 1964 Agreement titled "Lower Makefield-Yardley Sewage Transportation Agreement" and the Memorandum of Understanding Relative thereto between Lower Makefield Township and Yardley Borough Sewer Authority to address the parties' rights, responsibilities and obligations with respect to the use and maintenance of the jointly used collection facilities situate in Yardley Borough and Lower Makefield Township (shown on Exhibit A)
Agreement	Township of Falls Authority Township of Lower Makefield The Municipal Sewer Authority of the Township of Lower Makefield	March 13, 1965	Treatment and disposal by Falls Authority of all sanitary sewage from the properties in Lower Makefield Township collected by the Lower Makefield Sewage Collection System
First Supplemental Agreement	Township of Falls Authority Township of Lower Makefield Municipal Sewer	February 6, 1975	Modifies service changes and the capital contribution provisions of the Agreement dated March 13, 1965

	Authority of the Township of Lower Makefield		between the parties which provided for the Falls Authority to treat sewage from Lower Makefield Township through sewage lines constructed by Lower Makefield Authority and leased to the Township
Agreement	Township of Falls Authority (“TOFA”) Township of Lower Makefield The Municipal Sewer Authority of the Township of Lower Makefield (collectively with the Township of Lower Makefield, “Township”)	December 12, 1988	Replaces the prior agreements between TOFA and the Township under the terms of which TOFA agreed to transport and treat sewage from certain areas of the Township and addresses certain improvements to be made to the Falls System in order for TOFA to properly transport sewage from the Township to the Neshaminy Interceptor Line.
Agreement	Township of Falls Township of Lower Makefield The Lower Makefield Township Sewer Authority	April 18, 1996	Dissolution of the Township of Falls Authority, and assumption of its assets and liabilities by Falls Township
Agreement	Middletown Township, Bucks County Municipal Authority Middletown Township Board of Supervisors Municipal Sewer Authority of the Township of Lower Makefield Lower Makefield Township Board of	April 11, 1974	Transmission of sanitary sewage collected from Lower Makefield Township by Middletown into the Neshaminy Interceptor Line.

	Supervisors		
Addendum Agreement	Middletown Township, Bucks County, Municipal Authority Middletown Township Board of Supervisors Municipal Sewer Authority of the Township of Lower Makefield Township of Lower Makefield, Board of Supervisors	April 11, 1974	Addendum to the Agreement dated April 11, 1974 under which Middletown Township and Middletown Authority have agreed to allocate certain sewer capacity to the Township of Lower Makefield. This addendum amends the allocation to Lower Makefield for the purpose of servicing Makefield Center Industrial Development located on Township Line Road South of Route 432.
Core Creek Extension Agreement	Bucks County Water and Sewer Authority Township of Lower Makefield Municipal Sewer Authority of Lower Makefield	October 23, 1975	Collection, transmission and treatment of sewage by Bucks County Water and Sewer Authority upon completion of the extension of the Core Creek Interceptor Line
Agreement	Bucks County Water and Sewer Authority County of Bucks Municipal Sewer Authority of the Township of Lower Makefield	October 28, 1975	Construction and development of an interceptor sewer to serve the lower Neshaminy Creek watershed area
Supplemental Agreement – Neshaminy Interceptor	Bucks County Water and Sewer Authority (“BCWSA”) Township of Lower Makefield	February 7, 2018	Summarizes the terms and conditions upon which BCWSA will construct the Neshaminy

			<p>Interceptor upgrades, the allocation of collective costs and the flow limitations as set forth in the BCWSA's connection management plan and the Act 537 plan.</p>
<p>Agreement</p>	<p>Municipal Authority of the Borough of Morrisville Borough of Yardley Yardley Borough Sewer Authority Township of Lower Makefield Municipal Sewer Authority of the Township of Lower Makefield</p>	<p>September 1, 1977</p>	<p>Treatment and disposal of sewage and waste collected by the Yardley Authority and Makefield Authority by the Morrisville Authority</p>
<p>Amendment Agreement</p>	<p>The Municipal Authority of the Borough of Morrisville Township of Lower Makefield The Municipal Authority of the Township of Lower Makefield Yardley Borough Sewer Authority</p>	<p>October 8, 1991</p>	<p>Amendment to 1977 Treatment Agreement by and among the Morrisville Authority, Lower Makefield and Yardley for the treatment and disposal of sanitary sewage collected in Yardley Borough, portions of Lower Makefield and Morrisville Borough at the Morrisville Wastewater Treatment Plant pursuant to a consent decree entered into the United States District Court for the Eastern District of Pennsylvania at No. 86-4604, pursuant to which, Morrisville</p>

			Authority, Lower Makefield and Yardley agreed to participate in the expansion and upgrading of the treatment plant
Second Amendment Agreement	The Municipal Authority of the Borough of Morrisville Township of Lower Makefield The Municipal Authority of the Township of Lower Makefield Yardley Borough Sewer Authority	June 24, 1993	Amendment to 1977 Treatment Agreement by and among the Morrisville Authority, Lower Makefield and Yardley for the treatment and disposal of sanitary sewage collected in Yardley Borough, portions of Lower Makefield and Morrisville Borough at the Morrisville Wastewater Treatment Plant pursuant to a settlement agreement between Morrisville Authority and Lower Makefield
Agreement	Middletown Township Lower Makefield Township The Municipal Sewer Authority of the Township of Lower Makefield (the "Authority") Bucks County Water and Sewer Authority	January 28, 1980	Lower Makefield providing sanitary sewer facilities to certain portions of Lower Makefield Township in an area adjacent to the Middletown Township line terminating at the intersection of Big Oak Road and Township Line Road.
Addendum Agreement	Middletown Township Lower Makefield Township The Municipal Sewer Authority of the Township of Lower	April 11, 1989	Amendment to 1980 Agreement for the transportation of sewage from a certain portion of Lower Makefield through an

	Makefield		interceptor line owned by Middletown Township to the Neshaminy Interceptor Line
Agreement	Municipal Authority of the Borough of Morrisville Yardley Borough Sewer Authority Township of Lower Makefield Municipal Sewer Authority of the Township of Lower Makefield	February 18, 1982	Providing for additional treatment capacity pursuant to which Morrisville Authority will undertake expansion of the Wastewater Treatment Plant of Morrisville Authority and simultaneously Lower Makefield and Yardley Authority will construct new interceptor line in Delmorr Avenue for the transportation of sanitary sewage from Lower Makefield Township and Yardley Borough
Agreement	Newtown, Bucks County, Joint Municipal Authority Municipal Sewer Authority of the Township of Lower Makefield	September 14, 1987	Providing sewer service for wastewater flows from the Newtown Township project (known as "1205, Inc." fronting the Lower Makefield sewer line) into the Lower Makefield line being constructed along Lindenhurst Road, conveyed via the Core Creek Interceptor of the Bucks County Water and Sewer Authority system to Philadelphia's Northeast

			Treatment Plant.
Water Service Termination Agreement	Lower Makefield Township Municipal Authority of the Borough of Morrisville	March 17, 2005	Termination of water supply from MMA's system to any premises to which service charges payable to LMT are unpaid and delinquent.
Contract and related Addendums with Holicong Locksmiths & Central Security Inc.	Holicong Locksmiths & Central Security, Inc. Township of Lower Makefield – Black Rock Pump Station Township of Lower Makefield – Yardley Estates Pump Station Township of Lower Makefield – Stackhouse Pump Station Township of Lower Makefield – Heacock Pump Station	February 1, 2014, supplemented March 7, 2017	Provides monitoring security services at 13 pump stations and one bole barn for the Township of Lower Makefield, including the following stations: Black Rock Pump Station on Black Rock Road, Yardley, PA; Yardley Estates Pump Station on Remington-Fox Hollow Drive, Lower Makefield, PA; Stackhouse Pump Station on Stackhouse Drive & Stacy Road, Lower Makefield, PA; Heacock Pump Station, Heacock & Rail Roads, Lower Makefield, PA.

Schedule 4.17(a)

Title to Acquired Assets

None.

Schedule 4.17(b)

Sufficiency

None.

Schedule 4.18

Pending Development Plans

None.

Schedule 5.04

Buyer Consents and Approvals

1. Pennsylvania Public Utility Commission (the “PaPUC”) Approval of Transaction
2. PaPUC Approval of Consent to Assignment and Amendment to Sewage Treatment Agreements and Related Amendments
3. Pennsylvania Department of Environmental Protection (the “PaDEP”) Approval of Sanitary Sewer Collection and Conveyance System Act 537 Plan recognizing transfer of wastewater collection system from Seller to Buyer
4. PaDEP transfer of all WQM Permits

Schedule 5.11

Litigation Involving Buyer

None.

Schedule 7.03

Rates

Service Area	Rate Per Thousand Gallons	Minimum Billing Per Account
Residential Establishment (Private Dwelling)	First 10,000 gallons: \$4.37 Second 10,000 gallons: \$4.60 Third 10,000 gallons: \$4.81 Fourth 10,000 gallons: \$5.29 Fifth 10,000 gallons: \$5.90 Excess over 50,0000 gallons: \$6.77	\$160.48 per quarter or \$53.50 per month
Residential Establishment (Twin-Home, Apartment, Townhouse, Duplex, Condominium, or any other residential living arrangement)		For a building has one meter and no more than two dwelling units: \$269.22 per quarter or \$89.74 per month For a dwelling with no meter: \$269.22 per quarter or \$89.74 per month Apartment complexes: \$160.48
Commercial and Industrial Establishments	\$22.93	\$297.65 per quarter or \$99.22 per month
Public, Parochial and Private Schools	\$22.93	\$297.65 per quarter or \$99.22 per month

Schedule 12.01(b)

Closing Condition Contracts

Agreement dated September 1, 1977 by and among Municipal Authority of the Borough of Morrisville, Borough of Yardley, Yardley Borough Sewer Authority, Township of Lower Makefield and Municipal Sewer Authority of the Township of Lower Makefield, as amended from time to time.

APPENDIX C – CURRENT PADEP SEWAGE FACILITIES PLANNING

PADEP Sewage Facilities Planning - Lower Makefield Township

AUTH_ID	APP_DESC	AUTHTYPE_DESC	DATE_RECEIVED	DATE_DISPOSED	STATUS	SITE_NAME	SITE_ID
1155402	New	New Land Development Plan App Component 3-Commercial	9/21/16 0:00:00	12/5/16 0:00:00	Issued	L MAKEFIELD TWP COMMUNITY CTR	818580
1079712	New	New Land Development Plan App Component 3-Residential	6/22/15 0:00:00	9/30/15 0:00:00	Issued	MOON NURSERIES SUBDIV	809196
967216	New	Planning Mailer Application/Exemption Request	1/7/13 0:00:00	1/14/13 0:00:00	Issued	110 OVINGTON RD SUBDIV	770576
931423	New	Planning Mailer Application/Exemption Request	4/10/12 0:00:00	4/16/12 0:00:00	Issued	SCAMMELL'S CORNER	762611
913495	New	Planning Mailer Application/Exemption Request	1/24/12 0:00:00	1/27/12 0:00:00	Issued	WELLS FARGO BANK ADDITION	758177
913487	New	Planning Mailer Application/Exemption Request	1/6/12 0:00:00	1/25/12 0:00:00	Issued	OCTAGON CENTER ADDITION	758175
877171	New	Planning Mailer Application/Exemption Request	3/21/11 0:00:00	4/11/11 0:00:00	Issued	ZUBAIDA FOUNDATION	747777
877166	New	Planning Mailer Application/Exemption Request	3/21/11 0:00:00	4/11/11 0:00:00	Issued	ZUBAIDA FOUNDATION	747777
868573	New	Planning Mailer Application/Exemption Request	12/21/10 0:00:00	1/10/11 0:00:00	Issued	GILMORE & ASSOCIATES, INC.	734614
913517	New	Planning Mailer Application/Exemption Request	9/29/10 0:00:00	2/7/12 0:00:00	Waived	OCTAGON CENTER ADDITION	758175
913519	New	Planning Mailer Application/Exemption Request	9/10/10 0:00:00	10/26/10 0:00:00	Waived	OCTAGON CENTER ADDITION	758175
836416	New	Planning Mailer Application/Exemption Request	5/13/10 0:00:00	5/14/10 0:00:00	Issued	FREEMAN'S FARM	728520
834937	New	Planning Mailer Application/Exemption Request	5/7/10 0:00:00	5/14/10 0:00:00	Denied	GILMORE & ASSOCIATES, INC.	734614
832123	New	New Land Development Plan App Component 3-Commercial	4/19/10 0:00:00	12/20/12 0:00:00	Returned	CAPSTONE TERRACE	733712
833111	New	Planning Mailer Application/Exemption Request	1/15/10 0:00:00	2/16/10 0:00:00	Issued	LOTUS TRACT SUBDIV	728482
815709	New	Planning Mailer Application/Exemption Request	10/19/09 0:00:00	10/27/09 0:00:00	Denied	FREEMAN'S FARM	728520
815578	New	Planning Mailer Application/Exemption Request	10/9/09 0:00:00	10/27/09 0:00:00	Denied	LOTUS TRACT SUBDIV	728482
807806	New	New Land Development Plan App Component 3-Residential	9/17/09 0:00:00	12/21/09 0:00:00	Issued	OROURKE SUBDIV	726136
792576	New	Planning Mailer Application/Exemption Request	4/2/09 0:00:00	4/24/09 0:00:00	Denied	MAKEFIELD ELEM SCH	566869
782472	New	Planning Mailer Application/Exemption Request	1/6/09 0:00:00	2/4/09 0:00:00	Denied	THE O'ROURKE TRACT	718011
745658	New	Planning Mailer Application/Exemption Request	9/17/08 0:00:00	9/19/08 0:00:00	Issued	WOODSIDE PRESBYTERIAN CHURCH	712163
745661	New	Planning Mailer Application/Exemption Request	8/18/08 0:00:00	9/11/08 0:00:00	Denied	WOODSIDE PRESBYTERIAN CHURCH	712163
733938	New	Planning Mailer Application/Exemption Request	6/17/08 0:00:00	6/20/08 0:00:00	Issued	MIDDLEMISS SUBDIV	708809
693299	New	New Land Development Plan App Component 3-Residential	8/20/07 0:00:00	11/8/07 0:00:00	Issued	TOWERING OAKS OF YARDLEY	683529
685990	New	New Land Development Plan App Component 3-Residential	6/6/07 0:00:00	12/20/07 0:00:00	Issued	BROOKSHIRE ESTATES	667769
685989	New	New Land Development Plan App Component 3-Residential	6/6/07 0:00:00	12/20/07 0:00:00	Issued	BROOKSHIRE ESTATES	667769
689981	New	Planning Mailer Application/Exemption Request	5/21/07 0:00:00	7/10/07 0:00:00	Issued	RADVANY SUBDIV	693131
682215	New	Planning Mailer Application/Exemption Request	4/16/07 0:00:00	4/25/07 0:00:00	Issued	FIORELLO GROVE SUBDIV	690280
913527	New	Planning Mailer Application/Exemption Request	4/4/07 0:00:00	5/7/07 0:00:00	Waived	OCTAGON CENTER ADDITION	758175
676020	New	Planning Mailer Application/Exemption Request	1/17/07 0:00:00	2/27/07 0:00:00	Issued	SUNRISE OF LOWER MAKEFIELD	687855
678101	New	Planning Mailer Application/Exemption Request	1/9/07 0:00:00	2/28/07 0:00:00	Denied	TOWERING OAKS OF YARDLEY	683529
659313	New	New Land Development Plan App Component 3-Residential	12/13/06 0:00:00	4/20/07 0:00:00	Issued	MINEHART TRACT SBDV	667771
660002	New	Planning Mailer Application/Exemption Request	11/21/06 0:00:00	11/29/06 0:00:00	Issued	TROILO TRACT	683454
636189	New	Planning Mailer Application/Exemption Request	1/19/06 0:00:00	1/25/06 0:00:00	Issued	BODINE SUBDIV	673438
609978	New	New Land Development Plan App Component 3-Residential	10/20/05 0:00:00	3/2/06 0:00:00	Issued	CHANTICLEER SUBDIV	662804
605105	New	Planning Mailer Application/Exemption Request	8/11/05 0:00:00	8/15/05 0:00:00	Issued	ROBERT WIDMER SUBDIV	660877
603035	New	Planning Mailer Application/Exemption Request	5/4/05 0:00:00	5/10/05 0:00:00	Issued	RAWLINS SITE DEV	659755
603031	New	Planning Mailer Application/Exemption Request	4/22/05 0:00:00	5/10/05 0:00:00	Issued	777 TOWNSHIP LINE RD PROJECT DEV	659752
579965	New	Planning Mailer Application/Exemption Request	12/22/04 0:00:00	1/4/05 0:00:00	Issued	FIELDSTONE AT LOWER MAKEFIELD SUBDIV	650024
569034	New	Planning Mailer Application/Exemption Request	8/20/04 0:00:00	9/9/04 0:00:00	Issued	CENTENNIAL COMMONS SUBDIV	645538
561609	New	Planning Mailer Application/Exemption Request	7/1/04 0:00:00	8/5/04 0:00:00	Issued	RANNIELLO SUBDIV	637194
561619	New	Planning Mailer Application/Exemption Request	7/1/04 0:00:00	8/5/04 0:00:00	Issued	BOXWOOD FARM SUBDIV	637200
551355	New	Planning Mailer Application/Exemption Request	5/14/04 0:00:00	5/19/04 0:00:00	Issued	THOMAS GOUGH PROJ	635042
519385	New	Planning Mailer Application/Exemption Request	1/30/03 0:00:00	2/26/03 0:00:00	Issued	METZ TRACT SUBDIV	613737
487773	New	Planning Mailer Application/Exemption Request	12/2/02 0:00:00	12/4/02 0:00:00	Issued	LOWER MAKEFIELD TWP GC	608391
477841	New	Planning Mailer Application/Exemption Request	8/6/02 0:00:00	8/15/02 0:00:00	Issued	D AMATO SUBDIV	605519
477845	New	Planning Mailer Application/Exemption Request	8/6/02 0:00:00	8/16/02 0:00:00	Issued	VALLEY DAY SCH DEV	605518

PADEP Sewage Facilities Planning - Lower Makefield Township

AUTH_ID	APP_DESC	AUTHTYPE_DESC	DATE_RECEIVED	DATE_DISPOSED	STATUS	SITE_NAME	SITE_ID
385524	New	Planning Mailer Application/Exemption Request	5/17/02 0:00:00	5/31/02 0:00:00	Issued	MANTO SUBDIV	560778
382038	New	Planning Mailer Application/Exemption Request	8/1/01 0:00:00	8/13/01 0:00:00	Issued	AFTON CREST SUBDIV	559144
382031	New	Planning Mailer Application/Exemption Request	7/26/01 0:00:00	8/13/01 0:00:00	Issued	HILLSIDE SPRING LANES SUBDIV	559148
382831	New	Planning Mailer Application/Exemption Request	6/28/01 0:00:00	7/20/01 0:00:00	Issued	HADDAD SUBDIV	559550
383114	New	Planning Mailer Application/Exemption Request	4/30/01 0:00:00	5/8/01 0:00:00	Issued	MEEHAN SUBDIV	559674
383247	New	Planning Mailer Application/Exemption Request	4/9/01 0:00:00	4/26/01 0:00:00	Issued	FIRST BAPTIST CH OF NEWTOWN	559733
380890	New	Planning Mailer Application/Exemption Request	1/30/01 0:00:00	2/9/01 0:00:00	Issued	ST IGNATIUS CHURCH	558503
384328	New	Planning Mailer Application/Exemption Request	9/30/99 0:00:00	10/7/99 0:00:00	Issued	SHOPS AT MAKEFIELD QUARTERS	560235
40906	New	New Land Development Plan App Component 3S-Comm Repair	2/11/99 0:00:00	3/31/99 0:00:00	Issued	DELAWARE CANAL STATE PARK	248237
37108	New	Planning Mailer Application/Exemption Request	8/24/98 0:00:00	8/28/98 0:00:00	Issued	MAKEFIELD MANOR SUBDIV	496483
28750	New	New Land Development Plan App Component 3-Commercial	8/19/98 0:00:00	9/8/98 0:00:00	Issued	NEWTOWN CTR DEV	493371
37338	New	Planning Mailer Application/Exemption Request	8/3/98 0:00:00	8/16/98 0:00:00	Issued	RITE AID NO 11115	501531
37337	New	Planning Mailer Application/Exemption Request	8/3/98 0:00:00	8/16/98 0:00:00	Issued	RITE AID NO 11115	501531
913525	New	Planning Mailer Application/Exemption Request	9/11/91 0:00:00	5/7/07 0:00:00	Waived	OCTAGON CENTER ADDITION	758175

**APPENDIX D – SUPPLEMENTAL AGREEMENT
NESHAMINY INTERCEPTOR**

SUPPLEMENTAL AGREEMENT
NESHAMINY INTERCEPTOR

THIS AGREEMENT made and concluded this 7th day of February, 2018, by and between the **BUCKS COUNTY WATER AND SEWER AUTHORITY**, an authority organized and existing pursuant to the laws of the Commonwealth of Pennsylvania maintaining a principal place of business in Warrington, Pennsylvania (hereinafter referred to as "BCWSA") and **TOWNSHIP OF LOWER MAKEFIELD**, an authority organized and existing pursuant to the laws of the Commonwealth of Pennsylvania maintaining a principal place of business in Yardley, Pennsylvania (hereinafter referred to as "Township").

WHEREAS, BCWSA owns and operates the sanitary sewer collection facilities known as the Neshaminy Interceptor;

WHEREAS, BCWSA and Township have an existing Interceptor Agreement dated October 28, 1975;

WHEREAS, the improvements associated with the Neshaminy Interceptor include sanitary sewer pipes, pump stations, metering pits, manholes and other facilities;

WHEREAS, the Neshaminy Interceptor conveys sanitary sewer flow (also referred to herein as "wastewater flow") from various municipalities and other entities located in portions of Bucks County to an interceptor owned and maintained by the City of Philadelphia which said interceptor then conveys the effluent from the Neshaminy Interceptor to a sewer treatment plant owned and maintained by the City of Philadelphia;

WHEREAS, the City of Philadelphia treats the effluent discharged into the Neshaminy Interceptor pursuant to an Agreement between BCWSA and the City of Philadelphia (hereinafter referred to as "City of Philadelphia Agreement") which imposes limitations on BCWSA related to flows including peak wet weather flows. A copy of that Agreement is attached hereto, incorporated

herein and marked as Exhibit "A";

WHEREAS, inflow and infiltration, (hereinafter referred to as "I & I"), removal efforts undertaken as a whole by the contributing municipalities, authorities and other users of the Neshaminy Interceptor have not been sufficient to reduce wet weather peak flows to acceptable levels consistent with the City of Philadelphia Agreement;

WHEREAS, the Pennsylvania Department of Environmental Protection ("DEP") has determined and notified BCWSA that the municipalities, authorities and other entities that contribute flow to the Neshaminy Interceptor need to increase their collective and singular efforts to reduce inflow and infiltration into the sewer effluent that is discharged in the Neshaminy Interceptor so as to reduce wet weather peak flows treated at the facilities owned and maintained by the City of Philadelphia;

WHEREAS, completing the tasks required by DEP, such as Act 537 Sewer Facilities Planning ("Act 537") and as set forth in this Supplemental Agreement in compliance with the time limitations noted herein and pursuant to the BCWSA's Connection Management Plan ("CMP") is essential to the economic vitality of all of the municipalities, authorities and other entities served by the Neshaminy Interceptor and is indicative of good environmental stewardship on the part of all of the participants in the Neshaminy Interceptor;

WHEREAS, DEP believes and avers that the Totem Road Pump Station which conveys sewer flows from the Neshaminy Interceptor to the City of Philadelphia may be hydraulically overloaded in the future and may exceed its permitted capacity;

WHEREAS, BCWSA had previously considered the construction of a surge tank to manage peak flows, but DEP was unwilling to approve the construction of a surge tank.

WHEREAS, DEP and BCWSA have entered into a Settlement Agreement where, in the

resolution of the dispute, DEP requires that BCWSA enter into new supplemental agreements with its customers, which said agreements must impose upon such customers certain obligations as set forth in the CMP, and an executed copy of the Settlement Agreement is attached hereto, incorporated herein and marked as Exhibit "B";

WHEREAS, it has been recommended to BCWSA by its engineers, and approved by DEP, that certain improvements be made to the Neshaminy Interceptor by BCWSA so that BCWSA is able to convey additional wet weather flows in order to avoid surcharging within portions of the Neshaminy Interceptor;

WHEREAS, DEP has directed BCWSA to prepare a CMP for the years 2014 through 2018 which shall deal with inflow and infiltration abatement efforts in the Neshaminy Interceptor, collectively and/or singularly, and the release of capacity for member municipalities and authorities in order to facilitate new sewer connections;

WHEREAS, the most recent CMP that has been accepted by DEP, is incorporated by reference as though were fully set forth and is attached as Exhibit "C";

WHEREAS, the Township operates the sanitary sewer system in the Township pursuant to a lease agreement with the Municipal Sewer Authority of Lower Makefield Township, and is, therefore, authorized to enter into this agreement on behalf of the Municipal Sewer Authority of Lower Makefield Township Authority and the Township; and

WHEREAS, this Supplemental Agreement is intended to set forth the terms and conditions upon which BCWSA will construct the Neshaminy Interceptor upgrades, the allocations of collective costs related to same and the flow limitation obligations imposed upon the member municipalities and authorities as it relates to the CMP.

NOW, THEREFORE, intending to be legally bound and for other good and valuable

consideration, the parties hereto agree as follows:

1. Construction of Interceptor Upgrades.

A. It is anticipated by the parties hereto that based upon the completion of the initial Act 537 Planning, as well as engineering studies conducted by BCWSA, and as required by the Settlement Agreement between DEP and BCWSA, that certain portions of the Neshaminy Interceptor will be upgraded by BCWSA to facilitate sanitary sewer flows, which upgrades shall include, but not be limited to lining and the installation of relief sewers along a portion of the Neshaminy Interceptor. The initial improvements proposed to be constructed by BCWSA, as noted herein, shall be hereinafter referred to as the "Phase I" improvements. The parties acknowledge and agree that the Township, has submitted to BCWSA its Sanitary Sewer Needs Assessment, which assisted BCWSA in analyzing the capacity of the Neshaminy Interceptor. BCWSA has completed its alternative analysis for customer needs and Phase I Interceptor upgrades shall consist of lining portions of the Neshaminy Interceptor and constructing relief sewer lines, all of which said costs shall be funded collectively through user fees. Inasmuch as the Township has completed the requirement to provide its Sanitary Sewer Needs Assessment, sewer capacity for 2015 has previously been made available to the Township.

B. Upon completion of the Act 537 Planning, as required by the Settlement Agreement between DEP and BCWSA, and after completion of an analysis of the DEP approved 537 Plans, submitted by the municipalities which contribute sanitary sewer flow to the Neshaminy Interceptor, the parties hereto acknowledge and agree that BCWSA and DEP intend to engage in further planning discussions for the purpose of determining what additional modifications or changes to the Neshaminy Interceptor may be required, in the future, by the Act 537 planning and by and through individual municipal efforts undertaken to remove inflow and infiltration in each

of the municipal systems. To the extent that any additional non-maintenance improvements are required to be made to the Neshaminy Interceptor, either by way of additional lining or the construction of relief sewers (“Improvements”), those future Improvements shall be hereinafter referred to as “Phase II” Improvements. The parties hereto agree to cooperate and meet to discuss any Phase II Improvements or upgrades or any modifications or changes dictated by the Township’s current and/or future Act 537 data or planning submitted to DEP.

C. All Phase II and subsequent Improvements to the Neshaminy Interceptor, or in the event any changes are made to the methods to determine peaking factors, calculating flow limits, or apportioning penalties and fines under this Supplemental Agreement, shall be subject to a discussion in good faith between both parties causing a further amendment to this Supplemental Agreement, as needed.

2. Act 537 Sewer Facilities Planning. The Township prepared and submitted for DEP approval an Act 537 Plan of Study outlining the steps to complete an update to its Act 537 Plan. As such, the municipality did receive connections for 2015. In addition, the Township, by and through the Township, has submitted the municipality’s projection of capacity needs for the next five years. The Township shall continue to advise both BCWSA and DEP of its sewer capacity needs as such information concerning future sewer connections is made available to the municipality and authority. Along with efforts made by the Township to supply information related to sewer capacity needs and planning, the Township shall take immediate steps to meet all requirements associated with implementation of the Township’s Act 537 Plan and shall report progress regarding same to DEP and BCWSA to demonstrate its quantitative efforts to comply with peak flows pursuant to BCWSA’s obligations in the City of Philadelphia Agreement. As such, this Supplemental Agreement shall not limit the municipality’s or authority’s rights and

obligations under Act 537 to address changed circumstances in the municipality's sewer requirements. To that extent, this Supplemental Agreement shall not be considered a final document and shall be revised or amended as needed consistent with changed circumstances, including but not limited to, Act 537 sewer planning requirements and the quantitative efforts demonstrated by and through actions taken in furtherance of, and compliance with the Act 537 Plan as approved by DEP.

Further, upon compliance with the Township's obligations under this Supplemental Agreement, the Township and any other Neshaminy Interceptor customer will project capacity needs within the 5 year projection of their Chapter 94 report. If, as a result of those projections, BCWSA predicts a capacity shortfall, BCWSA will commence with engineering studies and planning to evaluate providing additional capacity in the Neshaminy Interceptor and/or WWTP facilities to provide such capacity. Should BCWSA be unable to provide the requested capacity, the Township may amend its Act 537 Plan to allow for alternative options of sewage conveyance and treatment. Alternative options may be solely undertaken provided that the then current flow which the Township is obligated under agreement to convey through the Neshaminy Interceptor shall continue without interruption.

3. Peak Flows. The Township agrees that it will maintain flow limits consistent with the Agreement between BCWSA and the Philadelphia Water Department, a copy of which is attached hereto, incorporated herein and marked as Exhibit "A", on a prorated basis which said flow limits shall include average annual, maximum daily and instantaneous peak flows which said flows shall be maintained by the Township at the limits identified in the attached Exhibit "D". Neither this Supplemental Agreement nor the parties original Neshaminy Interceptor Participation Agreement shall prevent the Township from amending its Act 537 Plan to explore alternative options for

collection and treatment of its flows, to the extent permitted by DEP, subject to approval of any other regulatory agencies having jurisdiction thereto and pursuant to laws and regulations regarding same; however, nothing in the preceding sentence shall relieve the Township of its obligation to pay for any outstanding bonds for which it is or may be responsible, as noted in prior Agreements between the parties.

For the purpose of determining compliance with the peak flow (PWD), as noted in Exhibit “D,” the peak hourly flow will be used. In furtherance of the standard DEP design requirements for Interceptors, the Township shall also maintain flow limits in accordance with the chart attached hereto as Exhibit “E” and incorporated herein by reference. Compliance with the flow limits required by the DEP design requirements for Interceptors shall be a condition precedent to receiving additional connections, as noted hereafter in this Supplemental Agreement. For the purpose of determining compliance with the peak instantaneous flow limits (DEP), as noted in Exhibit “E,” the peak hourly flow will be used. Irrespective of the flow limits imposed in Exhibit “E,” the Township will still be obligated to implement a DEP approved Inflow and Infiltration Abatement Plan that will allow it to come into compliance with the flow limits in Exhibit “D” on the schedule set forth in the DEP approved CAP/CMP/I & I Abatement Plan, as may be amended in the future, such that the contractual obligations to the City of Philadelphia are met.

Should the Township not meet its flow limits with respect to the obligations to the City of Philadelphia, there shall be no consequences, financial or otherwise, to the Township for not meeting its flow limitations unless exceedances by the Township cause a fine, penalty, or assessment to be levied upon BCWSA by the City of Philadelphia. If the Township is not meeting its flow limitations as defined by this Supplemental Agreement and the failure to meet the flow limitations causes or contributes to a capacity exceedance in the Neshaminy Interceptor system or

causes or contributes to an exceedance of the City of Philadelphia Agreement flow limitations, the consequence to the Township shall be that no additional connections will be permitted until the flow exceedance has been addressed, in addition to any penalties that may be appropriate under this Supplemental Agreement.

Should any fines, penalties, or assessments be levied by the City of Philadelphia, then the provisions of paragraph 6 of the Agreement shall determine the proportionate share to be paid by each Customer, as noted in Paragraph 6 of this Agreement.

The parties acknowledge that the Township have submitted and substantially updated the projection of capacity needs for the next five (5) years. It is understood and agreed that the approval and execution of this Supplemental Agreement is a condition precedent to receiving any connections for 2016 to be utilized by the Township.

Subsequent to 2018, the allowances for average annual, maximum daily and peak hourly flows generated by the Township will be based upon average flow, maximum daily and peak hourly flow limits, which shall be adjusted annually based on DEP's Chapter 94 reporting methodology, which is based on a five (5) year rolling average. Any of the aforementioned flows generated by the Township will be increased by the number of EDUs of additional capacity added to the Neshaminy Interceptor as a result of new connections made to the sanitary sewer system in the Township.

In order to be allocated the additional connections, it shall be a condition precedent that the Township shall notify, in writing, BCWSA of the location of the connections, the number of connections, the EDUs related thereto, and the timing of any new connections subsequent to 2018. The execution of this Supplemental Agreement and/or the approval of an Act 537 Plan does not constitute an automatic guaranty of capacity. Capacity will be made available to all contributors to the Neshaminy Interceptor on a first-come/first-serve basis.

Every application for an additional connection or connections related to a new project shall require either a full planning module or a planning exemption that includes the appropriate certifications of capacity from the authority, municipality, BCWSA, and the City of Philadelphia. The applicant must provide documentation that the planning module or planning exemption request has been approved by DEP. Alternatively, the applicant may provide documentation that DEP has waived planning for the project. As aforesaid, provided that the Township is in compliance with Township's I & I abatement program, additional capacity in the Neshaminy Interceptor shall not be unreasonably withheld provided that the Township has not caused or contributed to a capacity exceedance in the Neshaminy Interceptor system or caused or contributed to an exceedance of the City of Philadelphia Agreement flow limitations. There shall be a further condition precedent with respect to the allocation of any additional capacity to which shall be that the Township is in compliance with its DEP approved I & I abatement program, which shall be determined by DEP.

BCWSA will, however, monitor compliance with the I & I abatement program in connection with reviewing and monitoring flow limitations. Notwithstanding compliance with the aforementioned, no additional capacity will be allocated unless the Neshaminy Interceptor is capable of appropriately conveying the additional capacity to the City of Philadelphia for ultimate treatment.

4. Future Capacity. No capacity in 2018 and beyond shall be made available to the Township unless the Township is meeting its current inflow and infiltration goals as set forth in a DEP approved Inflow and Infiltration Abatement Plan provided that the Township has not caused or contributed to a capacity exceedance in the Neshaminy Interceptor system or caused or contributed to an exceedance of the City of Philadelphia Agreement flow limitations. It is understood and agreed that the obligations of the Township pursuant to the schedule in the DEP

approved CAP/CMP/I & I Abatement Plan, as may be amended in the future, shall reach the point where its maximum daily flow is not to exceed 1.4 times their 5 year average annual flow limit based on DEP methodology and a peak flow of 2.5 times their 5 year average annual flow limit based on DEP methodology as noted in Exhibit "E." Notwithstanding the capacity limitations related to the CMP, the Township will still be required to implement a DEP approved Inflow and Infiltration Abatement Plan that will allow it to comply with flow limits, as set forth above, which are based on BCWSA's obligations with the City of Philadelphia Agreement.

5. Connection Management Plan. The terms and conditions of the CMP between BCWSA and DEP are incorporated by reference as though more fully set forth at length.

6. Fines and Assessment of Costs. Should the City of Philadelphia, the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection or any other governmental agency impose upon the BCWSA any fines or claims for additional cost due to the conveyance of peak flows in excess of the limitations imposed pursuant to the City of Philadelphia Agreement, the Township shall be responsible for its proportionate share of said costs if, and only if, the Township has exceeded its capacity as set forth in this Supplemental Agreement. The share of penalty allocated to the Township will be based on the proportionate share of the total flows in the Neshaminy Interceptor attributable to the Township's proportionate use. The determination of the Township's proportionate share shall be based upon meter readings, which said meters measure the flow from all of the participants in the Neshaminy Interceptor, and said meters for all of the participants are of similar capability to measure wastewater flow entering the Neshaminy Interceptor. Said meters are owned and maintained by BCWSA.

If fines or penalties or other claims for additional costs are imposed upon the BCWSA, the

method of determining the proportionate share to be paid by the Township shall be based upon meter readings as described in the paragraph above or upon EDU estimates of wastewater flow where accurate meter measurements are not practical, and such readings and/or estimates are taken at the time of the event which triggers the assessment of additional costs, fines or penalties. The exceedance charge from the Philadelphia Water Department will be distributed to each municipality, authority or other entity (each individually a "Customer" or collectively, "Customers") that exceeds its allowable flows based upon its proportion to the total flow exceedance. The calculation would be as follows:

Customer Share of Surcharge (\$) = (Total of Customer Daily Flow Exceedances for Billing Period (MG) / Sum of all Customers' Daily Flow Exceedances for Billing Period (MG)) X PWD Surcharge Amount (\$) for Billing Period

AN EXAMPLE OF THE PENALTY CALCULATION IS PROVIDED IN EXHIBIT "F".

7. **Meters.** The meters used to measure the flows at various locations within the Neshaminy Interceptor, including those flows emanating from the Township are inspected and calibrated semi-annually by a third party. BCWSA shall provide to the Township the name and contact information of the third party contractor. Additionally, should the third party contractor change during the course of the relationship between the parties, BCWSA shall provide to the Township the name and contact information of the new contractor responsible for the maintenance of the meters. Complete calibration documentation and complete inspection documentation will be provided to the Township within 5 days of the date of receipt of any calibration, testing, inspection report, communication or writing by any third party to BCWSA regarding the condition, maintenance or inspection of the meters. BCWSA shall make available, via Telog wireless installation, any and all meter readings to the Township within 5 days of receipt of same from the meter contractor. The meters used to determine fees, penalties,

compliance or the like, will be the meters identified in Paragraph 6, owned by BCWSA and utilized for billing purposes, which measure wastewater flow emanating from all of the connection points between the the Township system and the Neshaminy Interceptor.

8. Inspections. BCWSA and the Township shall provide to each other, from time to time, all information relevant and appropriate to the proper administration of the provisions of this Supplemental Agreement. Any inspections to be undertaken by any party of this Supplemental Agreement in accordance with the provisions of this paragraph shall be conducted at reasonable times and with reasonable notice. Complete records of any inspections will be provided to the other party herein within 30 days of the date of any such inspection with the exception of the inspection reports discussed in Paragraph 7 above.

9. Capacity. The parties hereto acknowledge and agree that future sewer capacity is subject to regulations of the City of Philadelphia and DEP. Accordingly, events may occur which prompt the City of Philadelphia and/or DEP to restrict future sanitary sewer connections to the Neshaminy Interceptor.

10. Force Majeure. Notwithstanding any other provisions of this Supplemental Agreement, neither BCWSA nor the Township are responsible for any damages to the other for any failure to comply with this Agreement resulting from an act of God or riot, sabotage, public calamity, flood, strike, breakdown of facilities or common transportation facilities or any other event beyond its reasonable control. For the purposes of this Agreement, a flood or storm that constitutes a force majeure would be a storm named by an agency of the Federal government. The party having the responsibility for the facility so affected, however, shall proceed promptly to remedy the consequences of such event, with such costs to be shared in accordance with the terms and conditions of this Supplemental Agreement or the original Neshaminy Interceptor Agreement

between the Township and BCWSA for the Neshaminy Interceptor. Notwithstanding anything herein to the contrary, if a force majeure event occurs that causes the City of Philadelphia to take any enforcement action against BCWSA or issue any fines/penalties/assessments against BCWSA in accordance with the provisions of the City of Philadelphia Agreement, then the Township cannot rely on this provision as a defense to a claim by BCWSA of a breach of this Supplemental Agreement arising out of the same force majeure event.

11. Default. In the event of a breach of this Supplemental Agreement by either party, the other party may resort to whatever remedies are available, at law or equity, to enforce this Supplemental Agreement. The parties, by executing this Supplemental Agreement, acknowledge and agree that monetary damages are not an adequate remedy so either party may resort to a court of equity in order to enforce the provisions of this Supplemental Agreement and to compel compliance by the defaulting party.

12. Severability. Should any provision herein or for any reason be held illegal or invalid by a court of competent jurisdiction, no other provision of this Supplemental Agreement shall be effected as the Supplemental Agreement would have been executed even if such invalid or illegal provision had not been contained herein.

13. Other Agreements. This Supplemental Agreement shall not limit BCWSA from entering into other agreements with other municipalities or municipal authorities, but, if any such agreement contains terms, standards and/or conditions more favorable to the municipality or municipal authority than the terms, standards and/or conditions of this Supplemental Agreement, then the terms, standards and/or conditions of the other agreements shall be extended, granted, conferred or otherwise provided to the Township.

14. Effective Date. The Effective Date shall be the date of the execution and delivery

hereof by the parties hereto.

15. **Waiver.** If any party to this Supplemental Agreement does act and insist upon strict performance of this Supplemental Agreement or any other terms, conditions or otherwise, same shall not be considered as a waiver of any of the rights hereunder.

16. **Interpretation.** This Supplemental Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon the respective parties, its successors and assigns and may not be assigned to any third party without the written consent of the other party hereto which consent shall not be unreasonably withheld. This Supplemental Agreement shall be interpreted as an amendment or supplement to any and all existing agreements by and between BCWSA and the Township related to the Neshaminy Interceptor and is not meant to be a replacement of the aforementioned agreements.

17. **Disputes.** To the extent any disputes arise pursuant to the terms and conditions of this Supplemental Agreement and cannot be resolved by the parties, such disputes shall be litigated in the Court of Common Pleas of Bucks County.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed, under seal, by affixing their respective hands and seals the day and year first above written.

EXHIBIT A
AGREEMENT BETWEEN BUCKS COUNTY WATER AND SEWER AUTHORITY AND
CITY OF PHILADELPHIA

AGREEMENT

This Agreement, made this 5th day of February, 1988 and effective as of January 1, 1988 by and between the City of Philadelphia, hereinafter called "City", and the Bucks County Water and Sewer Authority, hereinafter called "Authority".

WITNESSETH:

WHEREAS, City owns and operates wastewater collection and treatment facilities to convey, treat and dispose of wastewater its by-products, including sludge, collected from retail customers within the City and from outlying municipalities, townships, authorities and entities including Authority; and

WHEREAS, City desires to reserve wastewater treatment capacity for wholesale suburban customers at its Northeast Water Pollution Control Plant (the "Plant") on a long term basis to ensure the most efficient use of the City's resources and facilities, and to provide full and fair compensation to City; and

WHEREAS, the Council of the City of Philadelphia has by Ordinance, Bill No. 1129, May 20, 1987, directed the Water Commissioner to enter into new agreements for the sale of wastewater treatment service to suburban communities; and

WHEREAS, Authority desires to acquire wastewater treatment capacity from City at the Plant to ensure a sufficient wastewater treatment capacity for the communities it serves; and

WHEREAS, the Plant has limited capacity and City has other suburban customers who purchase wastewater treatment service from City; and

WHEREAS, Authority agrees to pay for its reserved wastewater treatment capacity in accordance with this Agreement;

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

I. WASTEWATER QUANTITY AND QUALITY

A. Reservation of Capacity - City shall reserve wastewater treatment capacity for the Authority at the Plant as set forth in Exhibit "A" attached hereto and incorporated herein ("Flow and Loadings Limits") commencing on the date of this Agreement.

B. Capital Contribution - Upon execution of this Agreement, in consideration of the reservation of capacity at the Plant, Authority shall pay ELEVEN MILLION NINE HUNDRED THOUSAND DOLLARS (\$11,900,000.00) to City for net cost to City for wastewater conveyance and treatment facilities, systems and equipment completed prior to July 1, 1986 and allocated to the service of Authority under the terms and conditions stated herein plus THREE HUNDRED AND SEVENTY-THREE THOUSAND DOLLARS (\$373,000.00) for wastewater conveyance and treatment facilities, systems and equipment allocated to the service of Authority as stated herein and completed as of December 31, 1987. These sums plus any additional sums

paid to City by Authority for facilities, systems and equipment allocated to Authority under this Agreement shall be referred to as Authority's "Capital Contribution."

C. Pro-rata Share of New Facilities and Renewal and Replacement -

(1) Authority agrees to pay to City its pro-rata share as calculated by City of costs for capital expenditures for renewal and replacement of facilities, and for new facilities, excepting however, new facilities which are intended solely to increase the capacity of the Plant. The costs to be allocated shall be net of grants ^{or} other reimbursement from the federal or state government.

City shall provide Authority with a Facilities Capital Budget not later than thirty (30) days before the beginning of City's Fiscal Year to notify Authority of its share of the cost of capital improvements and renewal and replacement.

(2) Authority agrees to pay actual costs of capital improvements or renewal and replacement within sixty (60) days of receipt of the bill. In the event that Authority does not pay the bill when due, late charges will accrue in accordance with Section II.B., below.

D. Change in Capacity -

(1) Authority agrees that if the capacity of the Plant is upgraded or downgraded by Federal or State agencies or regulations or if City is directed to acquire additional facilities by Federal or State agencies or regulations,

Authority will pay any costs associated with its revised pro-rata share of capacity as calculated by City. Nothing in this Section I.D. shall serve to revise Authority's flow and loadings limits as set forth in Exhibit A attached hereto and incorporated herein ("The Flow and Loadings Limits Addendum").

(2) In the event that City has excess capacity available, City shall offer it to its suburban customers on a first come, first serve basis. If Authority desires to purchase such excess capacity, it agrees to pay rates and charges then in effect for such capacity, to make a capital contribution therefor and to terms consistent with this Agreement. Nothing in this Section I.D shall be construed as binding upon either party to agree to modify this Agreement, the Flow and Loadings Limits Addendum or binding upon the City to have additional capacity available.

E. Exceedance Charges -

(1) Flow and Loadings Limits - The wastewater delivered by Authority to City shall not exceed the limitations set forth in the Flow and Loadings Limits Addendum. For the purpose of this Agreement the term "Flow Limits" shall mean the maximum amount of wastewater as measured in millions of gallons per day which may be delivered to City for treatment in a given period of time and the term "Loadings Limits" shall mean the maximum biochemical oxygen demand ("BOD") loadings and suspended solids ("SS") loadings which shall be delivered to City for treatment annually.

(2) The Flow Limits shall be as set forth in the Flow and Loadings Limits Addendum. The Flow Limits for "Stage 1" shall remain in effect until acceptance of wastewater flow by City via the Force Main as set forth in Section IV.O, below. Thereafter, the Flow Limits for "Stage 2" shall govern this Agreement.

(3) The "Loadings Limits" for SS and BOD shall be as set forth in the Flow and Loadings Limits Addendum.

(4) Exceedance Charges - City shall estimate or measure the quantity and sample the quality of Authority's wastewater flow. Authority shall be liable to pay penalties to City for exceedances of agreed-upon Flow Limits and Loadings Limits as set forth in the Flow and Loadings Limits Addendum and the "Exceedance Charges Addendum" (attached hereto and incorporated herein as Exhibit "B").

(5) Plan to Eliminate Exceedances - In the event that Authority's wastewater flow exceeds the Flow Limits set forth in the Flow and Loadings Limits Addendum on five (5) or more occasions in one calendar year or eight (8) or more occasions in two consecutive calendar years, or ever exceeds the maximum annual average, or if Authority exceeds the Loadings Limits, either for BOD or SS, Authority agrees:

a) That upon written notice of exceedances from City, Authority shall develop and submit to City within one hundred and eighty (180) days of written notice a written report detailing a plan of action to eliminate the exceedances within five (5) years from the date of sub-

mission of the written report. City shall promptly approve or disapprove the plan. Approval of the plan outlined in the report will not be unreasonably withheld. City shall notify the Authority in writing within sixty (60) days of receipt of the plan of approval or disapproval and shall include reasons for failure to approve.

b) If Authority fails to submit a report outlining a plan to eliminate exceedances, or if City cannot approve such a plan, Authority shall be liable to City for a penalty of One Thousand Dollars (\$1,000.00) per week until such time as Authority submits a plan which City can approve.

II. WASTEWATER TREATMENT CHARGE

A. Wastewater Treatment Charges - Authority agrees to pay wastewater treatment charges. The wastewater treatment charges shall consist of:

(1) An operation and maintenance charge based upon actual or estimated wastewater flows and actual or estimated BOD and SS Loadings of wastewater delivered to the Plant by Authority. The operation and maintenance charge shall be based upon the cost (as defined below at Paragraph II.A. (3)) of conveying and treating wastewater delivered by the Authority. Such charges shall be based upon quantity, quality and flow rates of wastewater delivered as well as charges based upon billing, metering, sampling and other related

fixed costs.

(2) A management fee equal to ten percent (10%) of the charges set forth in paragraph (1).

(3) For the purpose of this Agreement the term "Cost" shall include all direct and indirect expenses, including but not limited to, labor, materials, equipment, power, chemicals, rentals, benefits and departmental overhead. Departmental overhead shall include, but not be limited to, such items of cost as administrative, financial, legal, accounting and engineering support.

(4) Authority shall have the right upon written request to review City's method of computing and allocating the cost of providing wastewater treatment service to Authority.

B. Billing and Penalties for Late Payment -

(1) Upon the execution of this Agreement, City shall render bills to Authority on a quarterly basis for the charges set forth in this Agreement. City reserves the right to bill Authority on a more or less frequent basis in the future.

(2) Bills shall be payable to City by Authority within thirty (30) days of receipt of bill by Authority. Authority shall notify City in writing of disputed charges prior to their due date. Authority may withhold payment of disputed charges, but in the event the dispute is resolved in favor of City, payment withheld shall be subject to late fees running from the original due date for said charges. In no event

shall City be liable to Authority for payment of interest or late fees of any nature on disputed charges.

(3) Late fees at the rate of one and one-quarter percent (1-1/4%) per month simple interest shall be added to any balance unpaid thirty (30) days after billing.

(4) City, upon six (6) months prior written notice to Authority, may increase or decrease late fees to a level reflecting additional or decreased costs incurred by City.

C. Notice of Changes in Rates - City shall provide notice to Authority of any change in rates or billing practices at least ninety (90) days in advance of the effective date of such new rates or practices.

III. CONSTRUCTION, OPERATION AND MAINTENANCE OF AUTHORITY'S CONVEYANCE SYSTEM AND RELATED MATTERS

A. Design and Construction of Sewers - Authority shall design, construct, own, operate and repair at its sole cost and expense sanitary sewers and connections to the City system necessary to convey its wastewater to the City limits.

B. Approved Connection Points - The locations of approved points of connection and provisions concerning these connections are described in Exhibit "C", attached hereto and incorporated herein (the "Connection Points"). No additional Connection Points shall be made without prior written approval from City acting through its Water Commissioner.

C. Plan to Eliminate Unauthorized Discharge - If any of Authority's Connection Points are determined by the City or any governmental regulatory agency to be maintenance problems or sources of unauthorized discharges, Authority agrees to immediately submit a plan to City outlining action to be taken to eliminate within forty-five days of written notification the problem or unauthorized discharge. City shall promptly approve or disapprove said plan. Any action taken pursuant to this section III.C. shall be at the sole expense of Authority.

IV. FORCE MAIN EXTENSION

A. Authority to Construct Force Main - Authority agrees to construct an extension of its connection piping and necessary appurtenances into City (the "Force Main") to reconnect with City's Upper Delaware Low Level Interceptor System in the vicinity of State Road and Shelmire Avenue in a location to be approved by City after completion of a route feasibility study performed at the sole cost of Authority.

B. Rights of Entry - For the purpose of constructing the Force Main, City shall assist Authority in acquiring rights of entry, easements and rights of way upon land necessary for construction of the Force Main. Rights of way or easements on land for which the City does not hold title required to construct the Force Main shall be acquired at the sole cost of Authority, City assisting in such acquisitions where possible.

C. Right to Revoke - In the event the Force Main is located within any City street and if such City street is needed

for a public purpose, City shall have the right upon twelve months prior written notice to Authority, to revoke or modify any right to place the Force Main within City's streets. In the event City exercises this right of revocation or modification, Authority shall, at its sole cost and expense:

1) Promptly relocate the Force Main according to the directions and requirements of City and restore the surface of the affected streets; or

2) with City's approval, not unreasonably withheld, pay City the increased cost of any project constructed by City in a different location as a result of Authority's failure to make such relocation.

D. Authority to Pay for New Sewer - Authority at its sole expense, shall construct the Force Main in the route to be approved by City in accordance with City's Standard Specifications, where applicable. Authority shall pay all construction expenses relating to the Force Main, including, but not limited to, design, preparation of plans and drawings, construction, and "as-built" plans. Authority shall also pay City for consultation with City's personnel and reasonable costs incurred by City in connection with City's periodic inspection, repair and testing of the Force Main.

E. Review - City shall have the right to review from time to time, plans, shop drawings, materials, workmanship and contract drawings for the Force Main.

F. Other Required Approvals - Any review by the Water Commissioner ("Commissioner") shall not be deemed to constitute approval required by any other department, board or commission of City, including, but not limited to, the Department of Licenses and Inspections and the Streets Department.

G. Emergencies During Construction - City shall have the right throughout the construction of the Force Main to take steps deemed necessary by the Commissioner to alleviate any emergency or potentially hazardous condition or conditions threatening public health, safety or welfare.

H. Drawings - Upon completion of the Force Main, Authority shall deliver to City a full set of shop drawings and "as-built" plans.

I. Materials and Workmanship - The materials used in the Force Main shall conform to the requirements of the plans and specifications and shall be well adapted for the kind of service required. The work shall be of first class construction, free from defects and the work shall be performed in a good and workmanlike manner.

J. Defective Work or Material - Authority shall remove, at its own expense, any work or material judged by City as defective or not in accordance with the plans and specifications and shall reconstruct, rebuild and replace the same until such time as City shall approve the work or material.

K. No Representation or Warranty by City -

(1) Notwithstanding anything contained in this Agreement, any review and/or approval by the City, or acceptance of the Force Main by the City, shall not constitute any representation, warranty or guarantee by City as to the substance or quality of documents, work or other matter reviewed, approved or accepted. No person or firm may rely in any way on such approval and at all times Authority and Authority's agents, contractors and subcontractors must use their own independent judgment as to the accuracy and quality of all such documents and other matters.

(2) The presence of City's representatives during construction shall not lessen the obligation of Authority for construction in accordance with the plans and specifications, free of defects.

L. Insurance -

(1) Prior to the commencement of construction of the Force Main and until one (1) year after acceptance of wastewater flow via the Force Main, Authority shall obtain and maintain in full force and effect or cause its contractor to obtain and maintain in full force and effect: (i) A policy or policies of comprehensive general liability and property damage insurance, with broad form endorsement, protecting Authority and City against all claims, suits and actions, for or on account of any damage or injury to property or persons, including death, arising out of this Agreement and the con-

struction contemplated by this Agreement. The insurance policy or policies shall be in the minimum aggregate amount of Two Million Dollars (\$2,000,000.00). Authority or Authority's contractor may obtain the levels of insurance required by this Section with a blanket and/or umbrella policy or policies; (ii) Automobile insurance (owned, nonowned, hired and leased) with total limits per occurrence of not less than One Million Dollars (\$1,000,000.00); and (iii) Workers' Compensation insurance as required by law, and employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000.00).

(2) Each insurance policy shall be in form and content reasonably satisfactory to the City Solicitor, shall name the City of Philadelphia as an additional insured, and shall also (i) contain a contractual liability endorsement applicable to Authority's obligations under Section VIII.C. of this Agreement, and (ii) provide that the insurance provided in the policy or policies shall not operate to limit or void coverage of any one insured with respect to claims against the same insured by any other insured. Each policy shall contain a clause that the policy cannot be cancelled, modified or permitted to expire unless and until at least thirty (30) days prior written notice is given to City. Authority shall provide City with a certificate or certificates of insurance evidencing such coverage at least fifteen (15) days prior to commencement of construction of the Force Main and shall, upon the request of the City, provide the

City within a reasonable time after such request, but in no event more than sixty (60) days, with a copy of such insurance policy or policies. At least thirty (30) days prior to the expiration of each policy, Authority shall deliver to City a certificate or certificates evidencing a replacement policy or policies to become immediately effective upon the termination of the previous policy. Each insurance policy obtained pursuant to this Section shall be obtained from insurers having a Best rating of A+7 or better and licensed to transact business in the Commonwealth of Pennsylvania.

(3) If Authority fails to cause such insurance to be maintained, City shall not be limited in the proof of any damages which City may claim against Authority or any other person or entity to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but City shall also be entitled to recover as damages for such breach the uninsured amount of any loss and damages, expenses of suit and costs, including, without limitation, reasonable cancellation fees, suffered or incurred during any period when Authority shall have failed or neglected to provide insurance as aforesaid.

M. Surety Bond - Prior to the commencement of construction of the Force Main and until one (1) year after acceptance of wastewater flow via the Force Main, Authority shall obtain and maintain in full force and effect:

(1) A performance bond, in the form attached to this Agreement as Exhibit "E" and made a part hereof, with a

surety company approved by City naming City as an obligee in the amount of Six Million Dollars (\$6,000,000.00) as security for the faithful performance of the obligations of Authority under this Agreement; and

(2) A labor and materialmen's bond in the form attached to this Agreement as Exhibit "F" and made a part hereof, with a surety company approved by City naming City as an obligee in the amount of Six Million Dollars (\$6,000,000.00) as security for the full payment of Authority's contractors and subcontractors and others furnishing labor and materials for the Force Main.

N. Conditions for Start of Construction - Prior to commencement of construction of the Force Main, Authority shall obtain:

(1) all policies of insurance required in Section IV.L. of this Agreement;

(2) the surety bonds required in Section IV.M. of this Agreement;

(3) all permits and approvals required pursuant to Section IV.F. of this Agreement.

O. Acceptance of Wastewater Flow Via Force Main - Authority shall notify City and obtain City's approval prior to the conveyance of wastewater flow to the Plant via the Force Main. Prior to acceptance of wastewater flow via the Force Main, all metering equipment must be installed and operable and Authority must present to City for its approval an emergency plan of action to be,

carried out in the event it is necessary to bypass or shut down the Force Main.

V. MAINTENANCE AND REPAIRS

A. Maintenance -

(1) Authority shall own and maintain the Force Main and equipment and the electronics associated with the meter installed in Bucks County. City shall own and maintain telemetering equipment installed in Bucks County which shall consist of equipment which converts the signal produced by the meter into a signal which can be transmitted over telephone lines. City shall also own and maintain all equipment located in City necessary to receive and record telemetered information.

(2) Authority shall submit to City for its approval, a plan to City prior to delivery of any wastewater flow to City via the Force Main setting forth a maintenance schedule and maintenance procedures for the metering equipment and electronics to be maintained by Authority under this section V.A. City shall review and approve or disapprove such plan within sixty (60) days of receipt. The plan shall demonstrate that Authority will obtain prompt service by qualified meter maintenance personnel to repair any meter or electronic malfunction or breakdown in a timely manner. City shall receive written reports of maintenance and inspection work performed on the meter.

(3) In the event of a malfunction or breakdown of the

meter, metering equipment or electronics associated with the meter, Authority shall provide City with a report from the independent contractor performing the repairs detailing the cause of the malfunction or breakdown and the repairs undertaken.

(4) A flow accuracy test utilizing metering equipment independent of the Authority's magnetic flow meter to verify the accuracy of the meter shall be performed by Authority's independent contractor annually. If the annual calibration check indicates that recalibration is required, the meter shall be recalibrated as required and another calibration check shall be performed within three (3) months and at three (3) month intervals thereafter until Authority and City determine that recalibration is no longer necessary. Thereafter, annual calibration checks shall resume. Accuracy within two percent (2%) shall be acceptable. City shall have the right to review the qualifications and approve or disapprove the independent contractor chosen by Authority to perform flow accuracy testing. Such approval shall not be unreasonably withheld or delayed. City shall receive a written report of the test directly from the independent contractor. Authority shall pay all costs associated with the flow accuracy testing.

B. Should Authority fail to maintain and repair the Force Main or metering equipment within thirty (30) days after notification by City or immediately in the event of an emergency or

hazardous condition, City shall have the right to proceed with repair or maintenance and to recover the cost thereof from Authority. In addition, Authority shall be liable for a penalty payable to City in the amount of fifteen (15) percent of the cost of maintenance or repairs.

C. Sampling - City shall have the right to enter the area served by Authority at any time upon reasonable advance telephone notice to sample Authority's wastewater for quality.

D. Flow and Strength Estimates - Where City, in its sole discretion, determines that it is impractical or uneconomical to meter and/or sample wastewater, or when actual strength and flow data is unavailable for reasons beyond the control of City or Authority, City shall estimate, using its standard methods for estimating flow and/or strength figures for billing purposes.

E. Billing Information - Upon request, City shall provide to Authority strength and flow data utilized in billing Authority, including descriptions of its standard methods for estimating flow and/or strength figures.

VI. WASTEWATER QUALITY RESTRICTIONS

A. Interjurisdictional Pretreatment Agreement - City and Authority shall enter into the contract attached hereto and incorporated herein as Exhibit "D" (the "Interjurisdictional Pretreatment Agreement"). Authority agrees to comply with all of the provisions contained therein.

B. Sludge Utilization -

(1) Authority recognizes the importance and urgent need to utilize sludge in a timely and proper manner. Immediately upon signing of this Agreement, Authority and City shall work to develop an environmentally sound sludge utilization program meeting Federal and State standards within the area served by Authority. Authority shall propose a sludge utilization program which does not require a Pennsylvania Department of Environmental Resources permit by March 15, 1988 and thereafter shall continue to work with City to develop other applications for sludge utilization in the area served by Authority.

(2) Authority shall actively support City's community education program for sludge by identifying community groups for City which have an interest in sludge utilization and by providing City with appropriate facilities in Bucks County at which City may conduct educational programs.

VII. PAYMENT OF MONIES DUE AND OWING

Upon execution, Authority and City agree to fulfill their respective financial obligations under a prior agreement of October 1, 1982 as modified herein. Retroactive to July 1, 1986, City shall waive the capital portion of the lump sum charge in consideration of the Capital Contribution made under this Agreement and effective as of that date.

VIII. MISCELLANEOUS

A. Inspection and Audit - The parties agree that each shall keep complete records and accounts concerning their responsibilities under this Agreement. Each party shall at all times have the right to examine and inspect said records and accounts upon 30 days written notice. If required by any law or regulation, Authority shall make said records and accounts immediately available to Federal and State auditors.

B. Arbitration of Disputes - If any dispute shall arise between the parties hereto, concerning terms, conditions and covenants of this Agreement, the same shall be submitted to a Board of Arbitration. The Board of Arbitration shall be composed of three (3) arbitrators, one appointed by City, one by Authority, and the third to be agreed upon jointly by the arbitrators selected by City and Authority.

The arbitrators representing Authority and City shall be named within five (5) days from the request for the appointment of such Board. If after a period of ten (10) days from the date of the appointment, the two (2) arbitrators appointed by City and Authority cannot agree on the third arbitrator, then either appointed arbitrator may request the American Arbitration Association or its successor to furnish a list of three (3) members of said Association, who are not residents of either Philadelphia or Bucks Counties, from which the third arbitrator shall be selected.

The arbitrator appointed by Authority shall then eliminate one (1) name from the list furnished by the American Arbitration Association within five (5) days after its publication, following which the arbitrator appointed by City shall eliminate one (1) name from the list within five (5) days thereafter. The individual whose name remains on the list shall be the third arbitrator and shall act as the Chairman of the Board of Arbitrators.

Each party shall bear the costs of its own arbitrator and the parties shall equally divide the costs of the third arbitrator and all other common costs.

The Board of Arbitrators, thus established, shall commence the arbitration proceedings within ten (10) days after the third arbitrator is selected and shall make its determination within thirty (30) days after the appointment of the third arbitrator. The decision of such arbitrators shall be final and binding upon the parties, except in the case of fraud.

C. Claims, Insurance and Related Matters -

(1) Authority agrees to defend, indemnify and save harmless City from and against all claims, actions, causes, suits, demands, losses, interest, penalties and liabilities arising from performance of the terms and conditions of this Agreement by reason of:

- a) City's inability, due to causes beyond its control, to perform any of the provisions of this

Agreement;

b) Injury (including death) to persons and damages to property resulting from operations under this Agreement to convey Authority's wastewater to the Plant and to construct the Force Main whether due to the negligence or gross negligence of City, Authority or their employees, servants or agents or the inherent nature of their operations;

c) EPA or Pennsylvania Department of Environmental Resources action of any kind whatsoever, whether direct or indirect, for any work undertaken by Authority, its contractors or consultants, necessary and required by this Agreement due to rejection of said work by the EPA or Pennsylvania Department of Environmental Resources;

d) Any grant fund, or any portion thereof, received by Authority and later determined to be ineligible for reimbursement by the appropriate regulatory agency or grant auditors.

(2) City and Authority agree that in the event of EPA or Pennsylvania Department of Environmental Resources action or any other governmental regulatory action against City of any kind whatsoever, for activities carried out under this Agreement either by City or Authority or their employees, servants or agents, City and Authority shall equitably apportion responsibility for payment of any costs, fines, penalties or damages arising from such action.

(3) Anything in this Agreement to the contrary notwithstanding, Authority shall not be liable for injuries (including death) or property damage occurring during the course of treatment at the Plant, except, to the extent that such injuries and damages increase City's operating costs, Authority shall be responsible for its proportionate share of those increased costs.

(4) Nothing set forth in this Agreement shall limit or debar City from resorting to any appropriate remedy in law or equity, or any combination of remedies for non-compliance with this section VIII.C of this Agreement.

(5) Nothing contained in this Agreement shall be deemed to confer upon any third person any right against City or Authority or to vest in said third person any cause of action against City or Authority or to authorize any such person to institute any suit or suits against City or Authority.

(6) City shall have the right to approve counsel appointed on its behalf pursuant to this Agreement, unless appointed by Authority's insurer.

D. No Transfer of Rights - Authority shall not confer, transfer, convey, assign or license to any third party any rights obtained under this Agreement without the express written consent of the City. Such consent shall not be unreasonably withheld.

E. Term -

(1) Except as set forth in Section VII, this Agreement shall be effective as of January 1, 1988, and shall continue

in force and effect until terminated as hereinafter set forth.

(2) City shall have the right to terminate this Agreement for "cause" at any time, but only upon five(5) years written notice. "Cause" shall mean:

- a) continuing exceedances of the flow and loadings limits which are not corrected as required by this Agreement and which impair the safe and efficient operation of the system or which cause City to be in violation of permits issued by PaDER or EPA; or
- b) failure by Authority to meet its financial obligations under this Agreement for a period of six consecutive months; or
- c) failure by Authority to comply with a decision or determination of a Board of Arbitration or court of competent jurisdiction rendered under this Agreement within three months of the date of the decision or determination.

(3) In the event that City terminates this Agreement for cause, Authority shall forfeit its capital contribution, including the cost of the Force Main.

(4) Authority or City may terminate this Agreement for any reason after it has been in effect for thirty-five (35) years, but only by giving written notice five (5) years before the effective date of termination.

(5) In the event this Agreement terminates for any

reason, except for cause as set forth in subparagraph (2) of this Section VIII. E., City shall pay to Authority an amount equal to the Authority's share of the then-remaining value of all systems, equipment and facilities, except the Force Main, used to convey and treat Authority's wastewater under this Agreement (the "Assets"). The remaining value of the Assets shall be calculated as follows:

- a) The remaining useful life of each component of the Assets shall be separately calculated.
- b) The original and all subsequent contributions by the Authority towards the cost of acquisition, renewal and replacement of each component of the Assets shall be multiplied by a fraction whose numerator is the remaining useful life of the component, and whose denominator is the sum of the years the component has been in service since January 1, 1988, plus the remaining useful life.
- c) The amount thus calculated shall be paid to the Authority in cash on the effective date of termination.
- d) The calculation required hereunder shall be made by an independent appraiser selected jointly by the City and the Authority. The expense of the appraisal shall be divided equally between the City and the Authority. If the City and the Authority cannot agree on an appraiser, then one shall be selected by the same method to be used to select a third arbitrator under Section VIII.B. of this Agreement.

(6) Upon termination of this Agreement for whatever reason or upon expiration of this Agreement, Authority shall pay to City the costs of abandoning the Force Main, if any. Such costs shall be established by City as of the abandonment.

F. Ownership, Management and Control of Plant Facilities - City retains sole ownership and control of the Plant and all other sewage treatment facilities in the City except the Force Main, and agrees to operate, maintain, repair, and improve its facilities associated with service to Authority. City retains the sole and exclusive right to make all managerial and other decisions regarding its sewage treatment facilities, including but not limited to those decisions regarding maintenance, upkeep, expansion, or replacement of all or a portion of its sewage treatment facilities. Upon termination of this Agreement for any reason, by either party, ownership of the Force Main shall revert to City. Authority shall transfer its interest in all rights of way and easements for the Force Main to City in consideration of City's payment to Authority of one dollar (\$1.00). Said transfer of rights of way and easements to City shall be recorded in the real property records of Philadelphia County.

G. Severability - In the event any provision hereof is held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then continue in full force as if such illegal or invalid provision had not been contained herein.

H. Successors and Assigns - All the covenants contained in this Agreement shall extend to and bind the respective successors and assigns of the parties hereto with the same effect as if the words "successors and assigns" had, in each case, been specifically mentioned.

I. Waiver - The failure of a party hereto to insist upon strict performance of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights herein granted.

J. Notices - All notices, payments and communications required to be given in writing under this Agreement shall be sent by United States mail, postage prepaid, or delivered by hand delivery with receipt obtained, to the addresses below or at such other addresses as City or Authority may designate in writing from time to time:

If intended for City:

Water Commissioner
ARA Tower
1101 Market Street
Philadelphia, Pennsylvania 19107

If intended for Authority:

Executive Director
Bucks County Water and Sewer Authority
1275 Almshouse Road
Warrington, Pennsylvania 18976

All notices shall be deemed received five (5) calendar days after mailing or upon actual receipt, whichever is earlier.

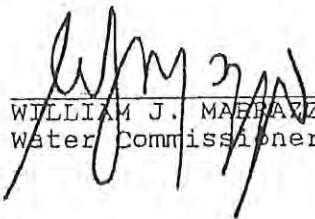
K. Captions - The captions in this Agreement are for convenience only and are not part of the Agreement. The captions do

not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

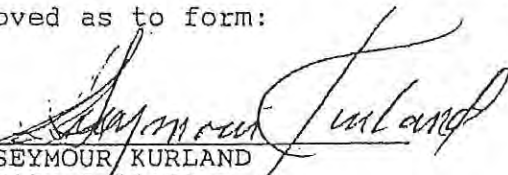
L. Entire Agreement - This Agreement and its Exhibits and Addendums, incorporated herein, represent the entire agreement of the parties hereto and there are no collateral or oral agreements or understandings. This Agreement may be amended or modified only in writing signed by both City and Authority.

IN WITNESS WHEREOF, The City of Philadelphia has caused this Agreement to be executed by its Water Commissioner; and the appropriate officer of the Bucks County Water and Sewer Authority has executed this Agreement on behalf of the Authority, and has hereunto affixed the corporate seal of the said Authority duly attested by the Appropriate officer thereof, the day and year first above written.

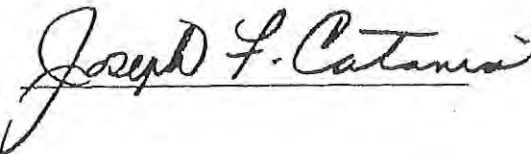
CITY OF PHILADELPHIA

By: 
WILLIAM J. MAERAZZO
Water Commissioner


Approved as to form:

By: 
SEYMOUR KURLAND
City Solicitor

BUCKS COUNTY WATER AND
SEWER AUTHORITY

By: 

Attest:


Alvin L. Cook
att. for.

FLOW AND LOADINGS LIMITS ADDENDUM

DAYLIGHT FLOW LIMITS

	<u>Maximum Annual Avg.</u>	<u>Instantaneous Max.</u>
STAGE 1	10 MGD	14 cfs ¹
STAGE 2	20 MGD	62 cfs

BOD AND SS LOADINGS

<u>ANNUAL SUSPENDED SOLIDS LOADINGS</u>	<u>ANNUAL BIOCHEMICAL OXYGEN DEMAND LOADINGS</u>
13,400,000 lbs.	13,400,000 lbs.

¹ The allowable flow rate during non-daylight hours in Stage 1 shall not exceed 40 cfs.

EXCEEDANCE CHARGES ADDENDUM

I. Authority shall be liable to City for the exceedance charges stated below beginning January 1, 1992 or upon completion of the Force Main when Authority exceeds the quantity flow limits set forth in the Flow Limits Addendum.

A. Volume: \$3,700.00 per unit of flow over the average daily limit during any consecutive 365 day period, such charge to be billed annually. The unit of flow used to determine exceedances shall be each hundred thousand gallons of wastewater flow per day.

II. Authority shall be liable to City for the exceedance charges stated below beginning January 1, 1988 when Authority exceeds the quality flow limits set forth in the Flow Limits Addendum.

A. Suspended Solids (SS): \$480.00 per thousand pounds over the limit.

B. Biochemical oxygen Demand (BOD): \$900.00 per thousand pounds over the limit.

III. Charges for Years Subsequent to 1987

During January 1988 and during January of each calendar year thereafter, the exceedance charges stated above will be adjusted in accordance with the changes in the Consumer price Index for the prior calendar year. The index to be used for this adjustment shall be the Consumer Price index published by the U.S. Bureau of Labor Statistics for all urban consumers (CPI-U) for the Philadelphia SMSA, all items.

APPROVED CONNECTION POINTS TO CITY WASTEWATER SYSTEM

Stage 1

1. Vicinity of State Road and Grant Avenue

Stage 2

1. Vicinity of State Road and Shel mire Avenue

EXHIBIT C

INTERJURISDICTIONAL PRETREATMENT AGREEMENT
BETWEEN
THE CITY OF PHILADELPHIA
AND
THE BUCKS COUNTY WATER AND SEWER AUTHORITY

This Agreement is entered into this 9th day of March , 1986,
between the City of Philadelphia ("City") and the Bucks County Water and
Sewer Authority ("Authority").

RECITAL

Whereas, City owns and operates a wastewater treatment system; and

Whereas, Authority currently utilizes this wastewater treatment system
pursuant to an agreement between City and Authority dated (the
"Service Agreement"); and

Whereas, City must develop and implement an industrial pretreatment
program pursuant to conditions contained in its discharge permit (Permit
#PA0026689) issued by the Pennsylvania Department of Environmental
Resources; and

Whereas, Authority desires to continue to utilize the wastewater treat-
ment system and recognizes its industrial waste control obligations under
40 CFR 403.

In consideration of the following terms and conditions City and
Authority agree:

Exhibit D

1. Within two months of the adoption by the City of its new wastewater control regulations, Authority shall enact and diligently enforce a resolution requiring each member municipality to enact an ordinance substantially identical to the regulations adopted by City and providing as specified below ("Resolution").

2. Authority, by Resolution, shall require each member municipality to enact an ordinance specifically incorporating the following provisions:
 - (a) a requirement that any industrial user responsible for any accidental discharge notify immediately both City and Authority;
 - (b) a prohibition on the use of dilution as a control technique for compliance with discharge limits except as allowed by Federal Pretreatment Standards;
 - (c) a grant of authority to impose mass discharge limits in lieu of, or in conjunction with, concentration discharge limits;
 - (d) a prohibition against and penalty for the knowing transmittal of false information by an industrial user to either City or Authority;
 - (e) a grant of explicit authority to Authority to require the industrial user to install all monitoring and pretreatment facilities.
 - (f) within six (6) months of enactment, each member municipality shall notify City and Authority of every non-domestic user with the potential to discharge an extremely hazardous substance as defined by the Superfund Amendments and Reauthorization Act of 1986 and every industrial user within its jurisdiction.

3. City and Authority shall periodically (at a minimum of every five years) review their respective regulations and resolutions and the

member municipalities' ordinances and jointly draft and adopt equivalent amendments to their respective regulations and resolutions where necessary to ensure the effective administration and operation of the pretreatment program. Whenever City becomes aware of a problem with the pretreatment program which can be mitigated by a change in the resolutions, City may draft an amendment which Authority must adopt. If Authority has adopted a resolution requiring its municipalities to adopt ordinances identical to City's regulations, then, whenever City amends its regulations, Authority shall adopt a resolution requiring its member municipalities to adopt the identical amendment.

4. Authority, by Resolution, shall require each member municipality to adopt as part of its ordinance and enforce, and Authority shall establish by resolution and enforce, specific discharge limits at least as stringent as the specific discharge limits established in City regulations.

5. Authority, by Resolution, shall require each member municipality to adopt as part of its ordinance a provision incorporating by reference into the ordinance categorical pretreatment standards promulgated by the U.S. Environmental Protection Agency (EPA) by authority of the Clean Water Act Sections 307(b) and (c) be automatically incorporated by reference into its member municipalities' ordinances. These standards shall supercede any specific discharge limits in the ordinance which are less stringent than the categorical standards as they apply to the particular industrial subcategory. Authority shall notify all affected industrial users of pertinent categorical standards and monitoring and reporting requirements contained in 40 CFR 403.12 or included as part of the categorical standards.

6. Authority, by Resolution, shall require each member municipality to include in its ordinance definitions for "significant industrial user", "industrial user" and "nondomestic user" which are identical to the definitions adopted by City. City may make the final determination as to whether a particular industrial user is a significant industrial user, industrial user or nondomestic user based on information City may request from Authority or its member municipalities. City shall control, through industrial discharge permits, industrial waste discharges from each significant industrial user, industrial user or nondomestic user discharging into the sewer.
7. If there exists any industrial user discharging to Authority sewer system but located outside the jurisdictional limits of Authority, then Authority shall within 30 days of this agreement notify such jurisdiction of this requirement and provide the City with copies of such notification. Authority shall negotiate and enter into an agreement with this outside jurisdiction. Such agreement shall be substantially equivalent to this Agreement, and shall be jointly executed by Authority, City and the outside jurisdiction. If the outside jurisdiction refuses to negotiate and execute an agreement, then City shall enter into a contract with the industrial user which contains terms and conditions substantially equivalent to City industrial discharge permits.
8. Authority, by Resolution, shall require each member municipality to file with City a certified copy of its ordinance and any amendments thereto. Authority shall fill with City other interjurisdictional agreements and any contract entered into for the purposes of industrial

waste control. If Authority maintains, Authority shall provide City access to and copies of, if requested, all industrial monitoring reports including 40 CFR §403.12 compliance reports, self-monitoring reports, baseline reports, records of violations and actions taken, and any other monitoring or reporting requirements imposed by federal, state or local regulations. Any records or other relevant information maintained shall be for at least six years.

9. Any authorized officer or employee of City may enter and inspect at any reasonable time any part of the sewer system of Authority. The right of entry and inspection shall extend to public streets, easements, and property within which the system is located. Additionally, City shall be permitted, as appropriate, to enter onto private property to inspect industrial waste discharges. Authority shall provide complete sets of sewer plans and make all necessary legal and administrative arrangements for these inspections. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing, and access to (with the right to copy) all pertinent compliance records located on the premises of the industrial user or non-domestic dischargers.
10. Authority and City hereby agree that the City shall implement a pretreatment program within Authority and shall perform in connection therewith technical and administrative activities which may include: 1) updating the industrial waste survey; 2) providing technical services, such as sampling, process chemical analysis, and engineering advice; 3) permitting; 4) compliance monitoring; 5) enforcement support and 6) monitoring hazardous waste disposal practices. Authority may assume

responsibility for conducting the pretreatment program implemented by City at any time upon 90 days' advanced written notice. To the extent Authority shall administer its own pretreatment program, it shall provide the City in writing a detailed outline of the program 90 days prior to initiating such a program and the City shall have the right to approve or disapprove the program. City may periodically review Authority pretreatment program activities and funding to ensure that Authority and any outside jurisdiction is adequately administering its pretreatment program in conformance with the Federal Pretreatment Regulations (40 CFR 403) and all City requirements.

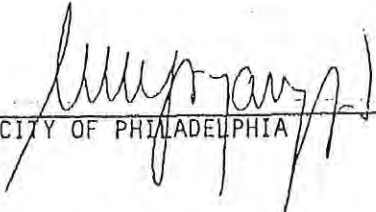
11. City shall review Authority resolution and each member municipality's ordinance and amendments thereto and any interjurisdictional agreements for conformance with 40 CFR part 403, and to ensure inclusion of all other legal provisions mandated by this Agreement. City shall periodically review the enforcement efforts of Authority and any other jurisdiction to ascertain whether pretreatment requirements are being diligently enforced.
12. If City determines that Authority and/or its member municipalities has failed or has refused to fulfill any pretreatment obligations, City may develop and issue a remedial plan containing a description of the nature of the pretreatment deficiencies, an enumeration of corrective steps to be taken and a time schedule for attaining compliance with all pretreatment requirements. Such plans shall be specifically enforceable in a court of competent jurisdiction. Where Authority fails to satisfy the terms of the remedial plan, City may, upon thirty days' written notice, refuse to accept any industrial waste discharges from Authority.

13. In the event that EPA or Pennsylvania Department of Environmental Resources action results in fines, penalties or costs being assessed against City because of industrial or non-domestic waste discharged from Authority, Authority and City shall equitably apportion responsibility for payment of such fines, penalties or costs. Authority shall fully indemnify, defend and hold harmless City for damages or costs arising from personal and property damage pursuant to the Service Agreement.
14. Where a discharge to the wastewater treatment system reasonably appears to present an imminent danger to the health and welfare of persons, or presents or may present an imminent danger to the environment, or threatens to interfere with the operation of the wastewater treatment system, City may immediately initiate steps to identify the source of the discharge, and to hold or prevent said discharge. City may seek injunctive relief against Authority or outside jurisdictions and/or any industrial or non-domestic user contributing to the emergency conditions, and/or may pursue other self-help remedies. Authority shall pay to City the cost of such steps taken to prevent, stop or ameliorate the effects of such discharge.
15. Any disputes arising out of this Agreement shall be submitted to binding arbitration performed in accordance with the procedures set forth in the Service Agreement between Authority and City dated February 5, 1988.
16. The terms of this Agreement may be amended only by written agreement of the parties. In any event, this Agreement shall be reviewed and revised, as necessary, at least every five years.

17. This Agreement modifies only those provisions of the existing Service Agreement between the two parties which conflict with the terms of this Agreement.

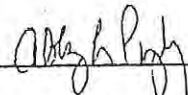
18. This Agreement will remain in effect so long as the Service Agreement remains in effect. Termination of the Service Agreement shall also result in the termination of this Agreement.

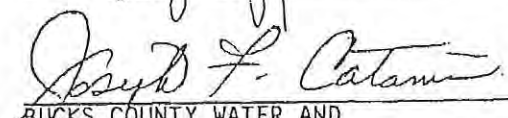
The parties hereto have executed this Agreement on the date shown above.


CITY OF PHILADELPHIA

March 14, 1988
DATE

APPROVED AS TO FORM:
SEYMOUR KURLAND
CITY SOLICITOR

BY: 


BUCKS COUNTY WATER AND
SEWER AUTHORITY

March 9, 1988
DATE


ATTEST _____

March 9, 1988
DATE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, THE BUCKS COUNTY WATER AND SEWER AUTHORITY (hereinafter called the "Principal Obligor"), and _____, Surety, are jointly and severally held and firmly bound unto the Water Department of City of Philadelphia ("City") in the sum of SIX MILLION DOLLARS (\$6,000,000.00) lawful money of the United States of America, to be paid to the said City, its successors and assigns, to which payment, well and truly to be made, we do bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with the seal of the said Bucks County Water and Sewer Authority and with the corporate seal of the said _____, Surety, duly attested by the proper officers thereof.

Dated the _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Eighty-Eight (1988).

WHEREAS, the above bounded Principal Obligor agreed to construct a sewer in the City in accordance with the terms and conditions of that certain agreement dated _____, 1988,

EXHIBIT "E"

by and between the City of Philadelphia, acting by and through its Water Department and the Principal Obligor (the "Agreement") and plans and specifications approved by the Water Commissioner of City.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal Obligor shall and do well and truly, in all respects, comply with all the terms, conditions and covenants contained in the above-mentioned Agreement, and shall do and pay unto the City of Philadelphia upon demand, any and all loss, damage and expenses which the said City may or shall sustain by reason of the failure of the said Principal Obligor to comply with the terms of the said Agreement, it being hereby understood and agreed that the reasonable decision of the Water Commissioner or his successor as to such failure in complying with the terms of the said contract Agreement and as to the amount of loss or damage sustained by reason thereof, being binding and conclusive upon the parties hereto, then this obligation to be null and void; otherwise, to be and remain in full force and virtue.

The undersigned Principal Obligor and Surety hereby agree that no modification of the terms of the above-mentioned Agreement or alteration in the work to be done under it, and no forbearance on the part of either City or the Principal Obligor to the other, either by the grant of any extension of time for the performance of the Agreement or otherwise, shall be deemed to release the undersigned or either of them, their or either of their heirs, executors, administrator or assigns, from their lia-

bility hereunder, notice to the Surety of any such modification, alteration, extension of forbearance hereby being waived.

And we do for ourselves and each of us, and each of our heirs, executors, administrators, successors and assigns, hereby authorize and empower any attorney of any court of record in Pennsylvania or elsewhere, upon the filing of this instrument or a copy thereof, duly attested as correct by such attorney, to appear for us or either of us, our or either of our heirs, executors or administrators, successors or assigns, and in our names or in the name of either of us, ~~our or either of our~~ heirs, executors or administrators, successors or assigns, confess a judgment against us or either of us, our or either of our heirs, executors or administrators, successors or assigns, in favor of the Water Department of the City of Philadelphia or any entity performing the functions of the Water Department, for the sum named in this bond, without defalcation, with costs of suit, release of errors, and with five percent (5%) added for collection fees; hereby waiving the benefit of all exemption laws and the holding in inquisition on any real estate that may be levied upon by virtue of such judgment, voluntarily condemning such real estate and authorizing the entry of such condemnation upon any writ of fieri facias and agreeing that said real estate may be sold under the same; and further waiving all errors, defects and imperfections whatsoever in the entering of the said judgment or any process thereon, and hereby agreeing that no writ of error or objection or motion or rule to open or strike off judgment or to

stay execution of appeal, shall be made or taken thereto. The right and power to appear and to enter or confess judgment hereinabove provided for and the right to assess damages under any such judgment shall be exercisable any number of times and shall not be exhausted by one or more uses thereof. And for the doing of these acts this instrument or a copy thereof attested as aforesaid shall be full warrant and authority.

This Performance Bond and the obligations hereunder shall terminate absolutely and be of no further force and effect upon the expiration of the Agreement.

PRINCIPAL:

Attest: John Zettich
[Seal]

By: Joseph F. Catani

Surety:

Attest: _____
[Corporate Seal] Secretary

By: _____
Attorney-in-fact

(If Attorney is not a Pennsylvania resident, this bond must be co-signed for the Surety by a Pennsylvania resident.)

LABOR AND MATERIALMEN'S BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, The Bucks County Water and Sewer Authority (hereinafter called the "Principal Obligor"), and _____, Surety, are jointly and severally held and firmly bound unto the Water Department of City of Philadelphia ("City") for the use of any and every person, copartnership, association or corporation interested in the sum of SIX MILLION DOLLARS (\$6,000,000.00) lawful money of the United States of America, to be paid to the said City, its successors and assigns, to which payment, well and truly to be made, we do bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with the seal of the said Principal Obligor and with the corporate seal of the said _____, Surety, duly attested by the proper officers thereof.

Dated the _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Eighty-Eight (1988).

EXHIBIT "F"

WHEREAS, the above bounded Principal Obligor, agreed to construct a sewer for the Water Department of City in accordance with the terms and conditions of that certain agreement dated _____, 1988, by and between the City of Philadelphia, acting by and through its Water Department and the Bucks County Water and Sewer Authority (the "Agreement") and the plans and specifications approved by the Water Commissioner of City.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal Obligor shall and will promptly pay or cause to be paid to any and every person, ~~copartnership,~~ association or corporation, all sums of money which may be due for material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the prosecution of the work covered by the above-mentioned Agreement, whether or not the said material, equipment, machinery, public utility services or labor enter into and become component parts of the work or improvement contemplated, including, inter alia, (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the site for the performance of the work covered by said contract, (b) equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies and other materials used on the site in doing such excavating as may be necessary or required to institute or perform the work specified in the Agreement or machinery rented, services rendered by public utilities and labor supplied or performed in the prose-

cution of work or repair or of maintenance required by or performed under the terms of said Agreement, then this obligation to be null and void; otherwise, to be and remain in full force and virtue.

It is understood and agreed that the City of Philadelphia, by its Water Department, may sue in assumpsit on this bond, for a breach by the Principal under the Agreement, for such sum or sums as may be justly due the City, and have execution thereon; and any such suit shall be commenced not later than the date of termination of the Agreement. ~~It is also understood and agreed that no person, copartnership, association or corporation, who is not a party to the Agreement shall have a right of action upon this bond.~~

The undersigned Principal Obligor and Surety, for themselves and each of them, their and each of their heirs, executors, administrators, successors and assigns, further agree, jointly and severally, that no modification, alteration, addition or extension of the terms of the above-mentioned Agreement or alteration, addition or diminution of the work to be done under it above-mentioned and described, and no forbearance on the part of either the City or of the Principal Obligor to the other, either by the grant of an extension of time for the performance of the Agreement, of the payments to be made under it, or otherwise, shall be deemed to release the undersigned or either of them, their or either of their heirs, executors or administrators, successors or assigns, from respective liability

hereunder; notice to said surety of any such modification, alteration, addition, extension, diminution and/or forbearance hereby being waived.

It is understood and agreed that the term "Principal Obligor" as used herein shall be construed to include both singular and plural, and shall be deemed to include and designate each and every of the individuals, copartnership, associations and artificial body of person who have entered into the above-mentioned Agreement with the City of Philadelphia, who have been designated above as "Principal", and who other than the Surety have signed and executed this present Indenture.

This Labor and Materialmen's Bond and the Obligations hereunder shall terminate absolutely and be of no further force and effect upon the expiration of the Agreement.

PRINCIPAL:

BUCKS COUNTY WATER AND SEWER AUTHORITY

X Attest: _____

[Seal]

Y By: _____

Surety:

Attest: _____

By: _____

Attorney-in-fact

(If Attorney is not a Pennsylvania resident, this bond must be co-signed for the Surety by a Pennsylvania resident.)

[Corporate Seal]

AMENDMENT TO WASTEWATER
SERVICES AGREEMENT DATED
FEBRUARY 5, 1988

On this 15th day of May, 1997, the City of Philadelphia (hereinafter the "City") and the Bucks County Water and Sewer Authority (hereinafter the "Authority"), pursuant to Section VIII L. of the Wastewater Service Agreement dated February 5, 1988, (hereinafter the "Agreement") hereby amend the Agreement as follows:


- A. Provisions A(1) through (5), inclusive, which follow immediately below, shall be in effect from May 15, 1997 until May 15, 2000. Thereafter, Provisions A(1) through (5) shall terminate and be null and void.
1. The City will accept the Authority's flow reduction plan as being sufficient to address its excessive flows. The Authority's flow reduction plan is attached hereto as Exhibit A.
 2. The Authority agrees that starting on July 1, 1996 its capital billings will be based on a 23 m.g.d. share of our Northeast treatment plant. The additional 3 m.g.d. of allocated capacity will be purchased on a depreciation and return basis at a cost of \$264,000 per 3 m.g.d. per year to be paid in quarterly installments along with the Authority's regularly scheduled capital billings. The retroactive billings for the 3 m.g.d. of additional allocated capacity from July 1, 1996 shall be paid as part of the Authority's next regularly scheduled quarterly capital billing. The Authority shall continue to pay for its initial allocation of 20 m.g.d. in accordance with Section I.C of the Agreement.
 3. The Authority will continue to pay the City for the additional 3 m.g.d. of allocated capacity until such time that the rolling 365 day average flow returns to 20 m.g.d. or below for a period of 90 consecutive days.
 4. If the rolling 365 day average flow returns to 20 m.g.d. or below for 90 consecutive days, but then, at any time thereafter, increases to over 20 m.g.d, the Authority shall again pay for the 3 m.g.d. of additional allocated capacity until such time that the rolling 365 day average flow again returns to below 20 m.g.d. for a period of 90 consecutive days.
 5. If at any time, from May 15, 1997 until May 15, 2000, the rolling 365 daily average flow exceeds 23 m.g.d., the Authority agrees that the City may exercise its right to once again deny all Act 537 planning modules.

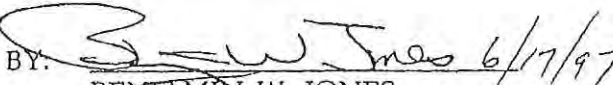
- B. Upon termination of provisions A(1) through (5), inclusive, on May 16, 2000, the City shall determine whether the Authority's flow reduction plan has been successful or has failed. The Authority's flow reduction plan shall be deemed to have failed if on May 16, 2000, the rolling 365 day average flow exceeds 20 m.g.d. If the flow reduction plan has failed, then the Authority agrees that the City may again exercise its rights to deny Act 537 planning modules. If on May 16, 2000 the flow reduction plan succeeds, but at some later point in time the rolling 365 day average flow again exceeds 20 m.g.d., the City reserves its rights to again deny Act 537 planning modules.
- C. This Amendment represents the entire agreement of the parties hereto and there are no collateral or oral agreements or understandings.

IN WITNESS WHEREOF, the City of Philadelphia has caused this Agreement to be executed by its Water Commissioner; and the appropriate officer of the Bucks County Water and Sewer Authority has executed this Agreement on behalf of the Authority, and has hereunto affixed the corporate seal of the said Authority duly attested by the appropriate officer thereof, the day and year first above written.


City of Philadelphia

Bucks County Water and
Sewer Authority

BY: 
KUMAR KISHINCHAND
Water Commissioner

BY:  6/17/97
BENJAMIN W. JONES
Executive Director

Approved as to form:

BY: 
DAVID A. KATZ, ESQ.
Divisional Deputy City Solicitor

Attest:



BUCKS COUNTY WATER AND SEWER AUTHORITY
NESHAMINY INTERCEPTOR FLOW REDUCTION PLAN

I. Agreement of all Neshaminy Interceptor Customers to be Billed

ADS flow meters have been installed at 62 points along the Interceptor. They have been tested and calibrated, and are now in service. Billing for the first quarter of 1997 has been based on metered flows, and that will be the case in the future.

II. Infiltration and Inflow Remediation

A. Bucks County Water and Sewer Authority has inspected and repaired 17,000 feet of spur lines entering the Interceptor. This project was completed this month (April 1997).

B. Bucks County Water and Sewer Authority has available \$11,000,000.00 for I/I remediation in municipal collection systems. It is proposing to use the money on the following terms:

1. Money will be allocated to each municipality in accordance with its needs and its proportionate use of total capacity in the Interceptor.
2. The amount spent on I/I remediation will be treated as a loan to the municipality. The loans will be interest-free for five (5) years, with no principal repayment required during that period. Thereafter, repayment will be at the Bucks County Water and Sewer Authority cost of funds, with amortization over twenty (20) years.
3. It is contemplated that the total remediation program will take thirty-six (36) months to complete, with results on the following schedule:
 - 5% removal in first 6 months
 - 10% removal in next 12 months
 - 20% removal in next 24 months
 - 30% removal in next 36 months
4. The savings in treatment costs as a result of I/I removal will provide the revenue necessary to repay the remediation costs.

III. Weather-Related flow Reduction

Bucks County Water and Sewer Authority believes that the unusual wet weather conditions between January 1996 and December 1996 have contributed to the high flow averages now existing.

<u>Month</u>	<u>Average Precipitation (1994 to 1995)</u>	<u>Actual Precipitation (1996 - 1997)</u>
January 1996	3.14"	4.38"
February 1996	2.54"	2.13"
March 1996	3.80"	4.27"
April 1996	2.11"	3.92"
May 1996	3.17"	3.17"
June 1996	1.00"	4.68"
July 1996	6.35"	5.65"
August 1996	2.85"	4.29"
September 1996	2.60"	4.19"
October 1996	3.46"	4.19"
November 1996	2.97"	2.89"
December 1996	2.03"	8.48"

AMENDMENT II TO THE
WASTEWATER SERVICES AGREEMENT
DATED FEBRUARY 5, 1988

WHEREAS, the City of Philadelphia (the "City") and the Bucks County Water and Sewer Authority (the "Authority") (collectively referred to as the "Parties") entered into a Wastewater Services Agreement dated February 5, 1988 (the "Agreement") whereby the City agreed to treat the Authority's wastewater in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the Parties first amended the Agreement on May 15, 1997 to address the Authority's flow exceedances; and

WHEREAS, pursuant to the Agreement, the Authority conveys its wastewater to the City via a Force Main which connects to the City's sewer system in the vicinity of State Road and Shelmire Avenues in Philadelphia, Pennsylvania; (the "Connection Point") and

WHEREAS, the Authority's wastewater conveyed via the Force Main causes hydrogen sulfide gas to be produced in and around the Connection Point; and

WHEREAS, the production of hydrogen sulfide gas results in odors being produced in and around the Connection Point as well as possibly excessive corrosion to the City's sewer system; and

WHEREAS, the Authority and the City now desire to address these odor and possible excessive corrosion problems; and

WHEREAS, the Parties have reached agreement on how to resolve both the odor and corrosion issues; and

WHEREAS, the Parties now wish to memorialize their agreement in this Amendment II to the Wastewater Services Agreement Dated February 5, 1988 (henceforth "Amendment II");

IT IS THEREFORE AGREED BY AND BETWEEN THE CITY AND THE AUTHORITY ON THIS 18th day of January 1999 that the odor and excessive corrosion problems are hereby settled and resolved in accordance with the following terms and conditions as set forth below:

1. The City shall operate a sodium hypochlorite system (the "System") at the Authority's Totem Road Pumping Station located in Bucks County. The System shall be operated in such a manner as to eliminate substantially all odors generated by the sewage flowing from the Authority's Force Main into the City's sewer system. Further, the System shall be operated to eliminate any excessive corrosion. The System shall include, but is not limited to, the following:

(1) sodium hypochlorite, (2) pumps, (3) piping to introduce the sodium hypochlorite into the wastewater, (4) tanks to store the sodium hypochlorite, (5) monitors, (6) telecommunications system, (7) any equipment, devices, appurtenances or other requirements as may be necessary to comply with federal, state or local laws and regulations and (8) any other equipment, devices, appurtenances or procedures as may be necessary, in the City's sole judgment, to eliminate the odors and possible excessive corrosion. The City shall be responsible for ensuring that the telecommunications system is compatible with the existing system.

The System is presently operating and the Parties have agreed to take whatever actions are necessary, as expeditiously as possible, to make the System into a permanent installation.

2. The City shall have sole and exclusive control and authority over all matters relating to the operation, maintenance, inspection, repair and replacement of the System. The permanent installation is being designed by Carroll Engineering Corporation pursuant to a contract with the Authority. The City shall have approval rights for the design of the permanent installation. Should the City not approve the design of the final installation this Agreement shall become null and void.
3. The Authority hereby grants the City, its agents, contractors and subcontractors, full and complete access to only that portion of the Totem Road Pumping Station that is necessary for the operation, maintenance, inspection, repair and replacement of the System. This access specifically excludes entry into the Pump Station unless accompanied by a representative from the Authority. The Authority shall provide the City with the keys to the Totem Road Pumping Station gate so that the City may enter and leave the grounds of the facility as needed. The Authority shall be responsible for maintaining the site to ensure that the City, its agents, contractors and subcontractors have access to the site for the purpose of operating, maintaining, inspecting, repairing and replacing the System which specifically includes ensuring that the sodium hypochlorite delivery trucks have access whenever needed.
4. The Authority agrees to fully cooperate with the City so that the existing System that is now being operated can be made into a permanent installation as expeditiously as possible and within the time frame required by law. The Authority shall have the permanent installation completed by no later than June 30, 2000 or earlier if so required by law.
5. (a) The Authority shall be solely responsible for all costs related to the System ("System Costs") with one exception as set forth in paragraph 5(b). System Costs include, but are not limited to, the following:

- (1) sodium hypochlorite costs;
- (2) equipment costs, including but not limited to, tanks, pumps, piping, monitors, communication systems;
- (3) costs involved in making the System a permanent installation;
- (4) costs related to the operation, maintenance, inspection, repair and replacement of the System;
- (5) utility costs related to the System; and
- (6) costs related to the System incurred prior to the signing of this Amendment II.

The Authority shall be the legal owner of the System.

(b) The one exception to the Authority being responsible for all System Costs relates to the additional costs incurred by the City's in house labor force. To the extent City employees will be involved in the daily operation and maintenance of the System, the City may incur additional in house labor costs. The City agrees not to bill or charge the Authority for any additional City employee labor costs incurred by the City in the daily operation and maintenance of the System. The City shall, to the greatest extent possible, use its own in house forces for the daily operation and maintenance of the System and shall not contract out such daily operation and maintenance activities without the Authority's consent. The City currently uses specialized contractors to perform certain functions that are done on a periodic basis such as the periodic testing, calibration and inspection of equipment. The Authority shall be responsible for the costs associated with these specialized contractors.

The City has retained the Authority's federal grant rebate in the amount of \$163,942. The City shall use this amount to offset System Costs that the City has already incurred and will incur in the future.

6. System Costs related to capital expenditures shall be included with the City's capital cost billings to the Authority pursuant to Paragraph I(c) of the Agreement. System Costs related to operation and maintenance expenditures shall be included with the City's Wastewater Treatment Charges and billed to the Authority in accordance with Paragraph II(A) of the Agreement.
7. Subject to the null and void provisions contained in Paragraph 9, the City agrees not to take any legal, administrative, contract or other actions against the Authority for odors resulting from the Force Main emanating in and around the Connection Point. This prohibition specifically includes any actions to withhold approval of Act 537 Planning Modules.
8. Subject to the null and void provisions contained in Paragraph 9, the City agrees not to file suit, initiate arbitration proceedings or withhold Act 537 Planning Module Approval in order to hold the Authority solely responsible for any

corrosion to the City's sewer prior to the signing of this Amendment II. The parties acknowledge, however, that at some future date the City's sewer will need to be repaired and/or replaced. The Parties agree that such repair and/or replacement costs shall be shared pro rata in accordance with the terms and conditions of the Agreement.


9. Should the City be unable to operate the System as the result of conditions beyond its control, this Amendment II shall become null and void and the Parties are free to exercise all claims, rights, causes of actions and defenses they may possess in order to address the odors and possible excessive corrosion. Conditions beyond the City's control include, but are not limited to:
 - (a) the Authority's failure to cooperate with the City or grant the City, its agents, contractors or subcontractors, access to the Totem Road Pumping Station;
 - (b) federal, state or local statutes, regulations, ordinances or laws, that would prohibit the lawful operation of the System.
10. This Amendment II constitutes the full agreement and understanding of the Parties. There are no other agreements or understandings, either oral or in writing, related to the subject matter of this Amendment II.
11. This Amendment II may only be changed or modified in a writing signed by both Parties.
12. The Authority shall immediately notify the City should it become aware of any malfunctions, leaks or improper discharges from the System. The Authority shall call the City representative on stand by for Flow Control at 215-984-0480.
13. This Amendment II constitutes a full settlement of any obligations owed by the Authority to the City related to the subject matter contained herein.

WHEREFORE, the Parties intending to be legally bound execute this Amendment II immediately below.

City of Philadelphia

Bucks County Water
and Sewer Authority


KUMAR KISHICHAND
Water Commissioner


BENJAMIN W. JONES
Executive Director


DAVID A. KATZ
Divisional Deputy City Solicitor

Attest:



EXHIBIT B
SETTLEMENT AGREEMENT
BETWEEN DEPARTMENT OF ENVIRONMENTAL PROTECTION AND BUCKS
COUNTY WATER AND SEWER AUTHORITY

BUCKS COUNTY WATER AND SEWER AUTHORITY,	:	
Appellant,	:	Pennsylvania
	:	Environmental Hearing
v.	:	Board Docket No.
	:	2012-138-L (Consolidated
	:	with 2012-146-L,
	:	2012-152-L, and
COMMONWEALTH OF PENNSYLVANIA,	:	2012-155-L)
DEPARTMENT OF ENVIRONMENTAL PROTECTION,	:	and
Appellee	:	Docket No. 2013-175-L
	:	
and	:	
	:	
BUCKS COUNTY WATER AND SEWER AUTHORITY,	:	IN REM
Plaintiff-Condemnee	:	EMINENT DOMAIN
	:	PROCEEDINGS
	:	
v.	:	Bucks County Court of
	:	Common Pleas Docket No.
	:	2013-4635
COMMONWEALTH OF PENNSYLVANIA	:	
DEPARTMENT OF ENVIRONMENTAL PROTECTION,	:	
Defendant-Condemnor	:	

SETTLEMENT AGREEMENT

Bucks County Water and Sewer Authority ("BCWSA") and the Pennsylvania Department of Environmental Protection ("Department") (jointly "the parties"), by and through their respective counsel, with the intent of resolving the above-captioned matters, pursuant to 25 Pa. Code § 1021.141, and all other applicable laws, enter into this Settlement Agreement ("Agreement"), and agree as follows:

A. On June 26, 2012, the Department issued a letter to BCWSA informing it that its 2010 Wasteload Management Report established that portions of BCWSA's Neshaminy Interceptor sewer system are in a state of projected hydraulic overload and that there is an existing hydraulic overload in the Totem Road Pump Station.

B. On July 27, 2012, BCWSA filed an appeal of the Department's June 26, 2012 letter ("Appeal 1") with the Pennsylvania Environmental Hearing Board ("EHB"). The Appeal is docketed at EHB Docket Number 2012-138-L.

C. On July 25, 2012, the Department issued a letter to BCWSA informing it that its 2010 Wasteload Management Report shows that portions of BCWSA's Neshaminy Interceptor sewer system are in a state of projected hydraulic overload and that there is a projected hydraulic overload in the Totem Road Pump Station.

D. On August 17, 2012, BCWSA filed an appeal of the Department's July 25, 2012 letter ("Appeal 2"). The Appeal is docketed at EHB Docket Number 2012-152-L.

E. On August 10, 2012, land developer Horizon Lot 2 Associates filed an appeal of the Department's June 26 and July 25, 2012 letters ("Appeal 3"). Counsel for BCWSA entered his appearance on behalf of BCWSA in Appeal 3 on August 17, 2012. The Appeal is docketed at EHB Docket Number 2012-146-L.

F. On August 24, 2012, Northampton Bucks County Municipal Authority ("NBCMA") filed an appeal of the Department's July 25, 2012 letter ("Appeal 4"). Counsel for BCWSA entered his appearance on behalf of BCWSA in Appeal 4 on September 18, 2012. The Appeal is docketed at EHB Docket Number 2012-155-L.

G. The EHB consolidated Appeal 2, Appeal 3, and Appeal 4 into Appeal 1 (hereinafter collectively, "Consolidated Appeals").

H. On August 19, 2013, the Department issued a letter to Bensalem Township, Bucks County (“the incompleteness letter”) finding incomplete a sewage facilities land development planning module which had been submitted for a project known as the “High Tides Café.”

I. On September 20, 2013, BCWSA filed an appeal of the Department’s August 19, 2013 incompleteness letter (“Appeal 5”). The Appeal is docketed at EHB Docket Number 2013-175-L.

J. On June 19, 2013, BCWSA filed a petition for the appointment of a board of viewers (“Petition”) with the Bucks County Court of Common Pleas (“BCCP”). BCWSA alleged that the Department conducted a de facto taking and a regulatory taking of some portion of its Neshaminy Interceptor sewer system and sought compensation for the alleged takings. The Petition is docketed at BCCP Dkt. No. 2013-4635.

K. The parties have engaged in settlement discussions and, as a result of those discussions, have reached agreement on a settlement of the Consolidated Appeals, Appeal 5, and the Petition, in accordance with the terms of the Agreement set forth below.

THEREFORE, the parties desiring to settle this matter without resorting to additional litigation and intending to be bound, hereby agree to the settlement of the Consolidated Appeals, Appeal 5, and the Petition as follows:

1. Within five (5) business days of the Department’s acceptance in writing of BCWSA’s Neshaminy Interceptor Corrective Action Plan (“NICAP”), in the same form

as attached to this Agreement (Exhibit "A"), by separate praecipe to each tribunal, BCWSA shall withdraw and terminate with prejudice the Consolidated Appeals (including its participation in Appeals 3 and 4), Appeal 5, and the Petition, subject to the conditions of this Agreement, and specifically subject to the provisions of I.(a) and I.(b) below. The praecipes shall state that the parties agree to bear their respective attorneys' fees, expenses, and costs associated with this Agreement, the Consolidated Appeals, Appeal 5, and the Petition.

(a) The separate praecipes of withdrawal of the Consolidated Appeals and Appeal 5 shall state that the withdrawals are with prejudice, subject to the limitation of the following reservation of rights. The parties will expressly reserve all rights to raise or dispute any and all factual or legal issues concerning the permitted hydraulic capacity of the Totem Road Pump Station in future proceedings in a Homes of Distinction settlement in the Consolidated Appeals and Appeal 5.

(b) BCWSA will withdraw the Petition with prejudice. However, nothing in this agreement shall preclude BCWSA from raising the issues raised in the Petition in any dispute between BCWSA and any third party, as to that third party, or from raising such issues in any federal action initiated by the United States Environmental Protection Agency, or from raising such issues in any action initiated by the Department.

2. Within five (5) business days of the Department's acceptance in writing of BCWSA's NICAP, BCWSA agrees to withdraw in writing its September 2, 2013 Right to Know Law Request to the Department, docketed as RTKL Request No. 4100-13-0154.

3. BCWSA agrees that it shall not file an appeal or take any other adverse action against the Department as a result of its acceptance of the NICAP as final, if accepted in the same form as Exhibit "A."

4. The Department shall continue to enforce the requirements of the Consent Order and Agreement, entered into by the Department, Keystone Turf Club, Inc., Bensalem Racing Association, Inc., Greenwood Racing, Inc., Greenwood Gaming and Entertainment, Inc., Robert Green, and William Hogwood ("Parx Casino and Racing") on May 16, 2011, pursuant to the terms and conditions of that document, attached to this Agreement (Exhibit "B"). Unless otherwise authorized or required by the Department, and in accordance with Exhibit B and NPDES Permit for Concentrated Animal Feeding Operations, NPDES Permit No. PA1120503 (Exhibit "C"), upon full implementation of the Best Management Practices schedule, set forth in Exhibit C, Special Permit Requirements, Part C, Paragraph N, but no later than May 20, 2016, Parx Casino and Racing is required to submit a request to the Department to permanently configure the diversion structure on Parx Casino and Racing's property, located at 3001 Street Road, Bensalem, PA 19020, so that no stormwater entering Basin B at that property will flow into BCWSA's Neshaminy Interceptor system. As contemplated in Exhibits B and C, the Department shall work diligently with Parx Casino and Racing to assure that, no later than May 20, 2016, Parx Casino and Racing will cease conveying stormwater from its racetrack operations into the Neshaminy Interceptor system. Until such a time that the Department approves Parx Casino and Racing's reconfiguring of the diversion structure and the cessation of conveyance of stormwater from the racetrack operations into the Neshaminy Interceptor system, as set forth in Exhibits B and C, a failure of Parx Casino

and Racing to comply with its deadline for full implementation of the Best Management Practices schedule and removal of stormwater flows from its racetrack operations into the Neshaminy Interceptor system by May 20, 2016, and any stormwater from Parx Casino and Racing will not be counted by the Department towards any determination of exceedance or overload when the Department considers acceptance of new connections in Year 2018 and beyond against Neshaminy System municipal customers, provided that BCWSA has provided to the Department all metered sewage flow data for Parx Casino and Racing in BCWSA's annual Wasteload Management Report for each subsequent year that BCWSA seeks connections.

5. Provided that BCWSA terminates the Consolidated Appeals, Appeal 5, and the Petition, as agreed upon above, and provided that BCWSA remains in full compliance with the Department-accepted NICAP, the Department shall accept BCWSA's release of connections for years 2014 through 2017, as set forth in BCWSA's Neshaminy Interceptor Connection Management Plan ("NICMP"), attached to this Agreement (Exhibit "D"), or as modified by BCWSA and accepted by the Department, pursuant to the provisions of Paragraph 6.

6. The parties agree that BCWSA has a right to submit revised CMPs to the Department that alter the NICMP, and that the Department has a right to accept or not accept any such revisions in accordance with the Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1-691.1001 ("Clean Streams Law"), and the regulations promulgated thereunder, including, but not limited to, the Municipal Wasteload Management regulations, 25 Pa. Code §§ 94.1 *et seq.* Acceptance of changes to the NICMP shall be based on an evaluation of the impacts of such changes on

projected flows to the Neshaminy Interceptor system and/or documented I/I removal based on metered flows that confirm additional capacity is available. Year 2018 and beyond allocations will be based on municipal compliance with the flow limits established in their supplementary agreement with BCWSA and the remaining available capacity in the Neshaminy Interceptor Sewer System.

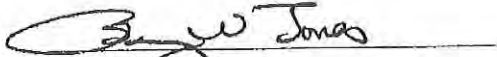
7. The parties agree to bear their respective attorneys' fees, expenses, and costs associated with this Agreement, the Consolidated Appeals, Appeal 5, and the Petition.

8. This Agreement constitutes the entire agreement between the Department and BCWSA, and no alteration, additions, or amendments shall be valid unless mutually agreed to by the parties, set forth in writing, and duly executed by them.

9. By their signatures below, the parties consent to the terms of this Agreement and represent that they are authorized to execute this Agreement on behalf of the party or parties for whom they sign.

10. This Agreement shall terminate and be null and void on December 31, 2018, or earlier, if mutually agreed upon in writing by the parties.

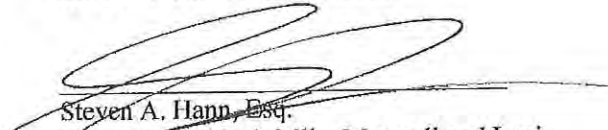
FOR BUCKS COUNTY WATER AND SEWER AUTHORITY



Benjamin Jones
Chief Executive Officer
1275 Almshouse Road
Warrington, PA 18976

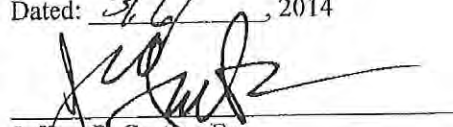
Dated: 3/6, 2014

REVIEWED BY COUNSEL



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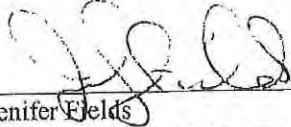
Dated: 3/6, 2014



Jeffrey P. Garton, Esq.
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Langhorne, PA 19047

Dated: 3/6, 2014

**FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**



Jenifer Fields
Regional Program Manager
Clean Water Program
Pennsylvania Department of Environmental Protection
2 East Main Street
Norristown, PA 19401

Dated: 3/10, 2014

REVIEWED BY COUNSEL



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2 East Main Street
Norristown, PA 19401

Dated: 3/10, 2014



Kenneth A. Gelburd, Esquire
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2 East Main Street
Norristown, PA 19401

Dated: 3/10, 2014

EXHIBIT C
CONNECTION MANAGEMENT PLAN

Connection Management Plan

Updated on 6-19-17 (supersedes 6/8/17 version)

Nishaminy Interceptor Service Area Tributary to Totem Road Pump Station

Development Name	PLANNING STATUS			CONNECTION STATUS					NICMP APPROVED EDU'S								
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calculate Projected Flow)	Projected Avg Flow (GPD)	2014	2015	2016	2017					
GRAND TOTAL FROM ALL MUNICIPALITIES													1,241,713	1,408	1,389	2,009	950

Connection Management Plan																
Updated on 6-15-17 (supersedes 6/8/17 version)																
Neshaminy Interceptor Service Area Tributary to Totten Road Pump Station																
Development Name	DEP Code No.	PLANNING STATUS					CONNECTION STATUS					NICMMP APPROVED EDU'S				
		Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GP/EDU (used to calc Projected Flow)	Projected Avg-Flow (GPD)	2014	2015	2016	2017				
Vile Property		Proposed	1	0	1	1	250	250	1	0	0	0				
Wheeler Property [d]		Proposed	2	0	2	2	250	500	0	2	0	0				
Loretta Property [b]		Proposed	2	0	2	2	250	500	0	0	0	2				
Historic Bldg. Rehab (at Holme and Water Sts)		Anticipated	0	0	0 [a]	0	250	0	0	0	0	0				
Period Property (on Ford Ave.) [d]		Proposed	1	0	1	1	250	250	0	0	1	0				
Kiss Electric		Proposed	1	0	1	1	250	250	0	0	1	0				
Black Property (Trenton Road) [c]		Proposed	50	0	50	50	250	12,500	0	0	50	0				
Lampione Wood Products Property (Trenton Road) [c]		Proposed	35	0	35	35	250	8,750	0	0	0	35				
TOTAL						92		23,000	1	2	52	37				

[a] Anticipated that any new flow would be offset by mitigation credits and/or existing EDU credits.
 [b] This project already had DEP approval to construct, and Borough requested it therefore be removed from the CMP. However, to comply with DEP instructions, it was left on the schedule.
 [c] Added per Hultmeville Municipal Authority letter dated 5/1/17.
 [d] In accordance with DEP requirements, no reallocation of EDU's from named projects is permitted. Therefore, to undo the changes made on the 6/8/17 NICMMP, the following was done:
 The two (2) Wheeler Property EDU's were moved back to their original position, in Year 2015.
 The one (1) Period Property EDU was moved back to its original position in Year 2017. However, since Year 2015 EDU's are not yet released, it is requested this EDU be moved to 2016.

Connection Management Plan												
Updated on 6-19-17 (supersedes 6/8/17 version)												
Neshaminy Interceptor Service Area Tributary to Torem Road Pump Station												
Development Name	DEP Code No.	PLANNING STATUS				CONNECTION STATUS					NICMP APPROVED EDU'S	
		Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017
Miscellaneous Connections		Future	12	0	12	12	250	3,000	3	3	3	3

Connection Management Plan														
Updated on 6-19-17 (supersedes 6/8/17 version)														
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station														
Development Name	DEP Code No.	PLANNING STATUS					CONNECTION STATUS					NICMF APPROVED EDU'S		
		Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	CFD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017		
Miscellaneous Connections		Future	2	0	2	2	250	500	0	0	1	1		
E&H Properties Construction (TPN 19-7-7-1) [a]		Proposed	1	0	1	1	250	250	1	0	0	0		
McGrath (TPN 19-4-7-1) [a]		Proposed	1	0	1	1	250	250	0	1	0	0		
TOTAL						4		1,000	1	1	1	1		

[a] To comply with DEP comment #5 on 4/25/17 email, E&H Properties was assigned the miscellaneous EDU for 2014, and McGrath was assigned the miscellaneous EDU for Year 2015.

Development Name		PLANNING STATUS				CONNECTION STATUS				NICMP APPROVED EDU'S			
Development Name	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calculate Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	
Lower Makefield Township													
Reserve at Yardley - Singles	1-09929-267-X	Under Construction	191	157	34	34	250	8,200	30	30	35	35	
Reserve at Yardley - Couples (fm. Townhomes) [c]	1-09929-267-X	Under Construction	186	22	164	75	250	18,750	0	0	28	45	
Marix Lower Makefield Residential (aka Marix Condo's)	1-09929-267-X	Approved	62	0	62	62	250	15,500	0	0	62	0	
Marix - Office	1-09929-267-X	Complete	6	2	0	0	250	0	0	0	1	0	
Brookshire Section I	1-09929-267-31J	Complete	21	21	0	0	250	0	0	0	0	0	
Brookshire Section II	1-09929-267-31J	Complete	8	8	0	0	250	0	5	3	0	0	
Trois Tract	1-09929-267-E	Complete	3	5	0	0	250	0	1	0	0	0	
Minchert Subdivision	1-09929-267-31J	Under Construction	7	5	2	2	250	500	0	4	2	0	
Forell Grove	1-09929-268-E	Approved	3	0	3	3	250	750	0	3	0	0	
Aria Hospital [e]		Proposed	223	0	223	148	250	37,000	0	0	74	74	
Carsons Terrace	1-09929-272-3J	Proposed	192	0	192	0	250	0	0	0	0	0	
Reserve at Yardley (aka Freeman's Farm)	1-09929-278-E	Under Construction	15	14	1	1	250	250	0	0	5	10	
Mean Nurseries [b]		Approved	15	7	8	15	250	3,750	0	15	0	0	
Dorwood Drive (aka Harmony Lane Sub.) [e]		Proposed	13	0	13	13	250	3,250	0	0	0	0	
Grey Run Retirement Community		Unknown	114	0	114	0	250	0	0	0	0	0	
Grace Point Church (aka 1st Baptist Church)		Approved	1	0	1	1	250	250	0	1	0	0	
Pennwood Middle School Renovations		Approved	1	0	1	1	250	250	0	0	1	0	
Miscellaneous Residential Development [d]			60	0	60	60	250	15,000	0	0	60	0	
Miscellaneous Non-Residential Development [d]			70	0	70	70	250	17,500	0	0	70	0	
TOTAL						465		121,250	37	59	345	172	

[e] This project was reduced from 375,000 SF hospital with two 40,000 SF buildings to only a 180,000 SF health care village, but an updated EDU projection or connection rate was not provided. Therefore, the Projection Schedule has not been updated from the previous version of this table.
 [b] Per 2016 Chapter 94, 6 EDU's were connected in 2016, with 8 proposed for Year 2017.
 [c] Per 2016 Chapter 94, 8 EDU's were connected in 2016, with 8 proposed for Year 2017.
 [d] Added per Township Engineer's letter dated 3/28/17.
 [e] Per Developer Engineer letter dated 6/6/17 to the Township, revising the name to Dogwood Drive, and changing the status from "complete" (this was an error from a previous Chapter 94 submission) to "proposed". This letter also requests the total project EDU's be changed to 14. However, this request must come from the Township.
 = This project has either been partially or fully connected.

Connection Management Plan
 Updated on 6-19-17 (supersedes 6/8/17 version)
 Neshannock Interceptor Service Area Tributary to Juteen Road Pump Station

Development Name	DEP Code No.	PLANNING STATUS				CONNECTION STATUS				NICMIP APPROVED EDU'S			
		Construction Status per Municipality	EDC's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calculate Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	
Delaney Court	1-09935-156-E-Rev	Under Construction	122	78	44	44	250	11,000	35	25	0	0	
Village	1-09935-160-E	Under Construction	177	173	4	4	250	1,000	22	28	0	0	
Braxton / 14 Eldridge		Approved	7	0	2	2	250	500	0	2	0	0	
Smolynski / 132 Swann	1-09935-138-E	Completed	1	1	0	0	250	0	1	0	0	0	
Johnson Kendall Johnson	1-09935-169-E	Approved	1	0	1	1	250	250	0	0	1	0	
Twinning (Shulivan) / 178 Durham	1-09935-152-E	Completed	1	1	0	0	250	0	0	0	0	0	
Univest Bank		Completed	10	1	0	0	250	0	2	8	0	0	
Walsh / 285 Stoopville	1-09935-185-3J	Pending	1	0	1	1	250	250	1	0	0	0	
Beneficial Bank	1-09935-179-X	Completed	10	1	0	0	250	0	2	8	0	0	
Lilhes 10 Friends Ln.	1-09935-174-E	Pending	11	0	11	11	250	2,750	0	11	0	0	
Plant / 761 Newtown Yardly	1-09935-189-3J	Pending	56	0	56	56	250	14,000	56	0	0	0	
Melody Tract / Stoopville		Completed	45	45	0	0	250	0	15	30	0	0	
Silver Lake Eyes Campus		Pending	45	0	45	45	250	11,250	0	45	0	0	
Critchwood (CAU)		Proposed	45	0	45	45	250	11,250	0	45	0	0	
Broadshire Estates	1-09935-155-3J	Pending	1	0	1	1	250	250	1	0	0	0	
Delaney / 197 Durham		Completed	1	1	0	0	250	0	1	0	0	0	
Luis Flores / 595 Linton Hill		Pending	2	0	2	2	250	500	2	0	0	0	
Promenade	1-09935-184-3J	Proposed	35	0	35	35	250	8,750	18	17	0	0	
Murcott & Kool (fmr. Delarosa Tomato Pie)	1-09935-186-X	Under Construction	10	3	7	7	250	1,750	0	10	0	0	
Odaba Restaurant / 260 S. Eagle		Proposed	10	0	10	10	250	2,500	10	0	0	0	
Wang / 94 Richborn Rd		Completed	10	1	0	0	250	0	10	0	0	0	
Stonehaven Homes / 162 Durham		Proposed	10	0	1	1	250	250	0	0	0	0	
Pickering Manor		Proposed	35	0	35	35	250	8,750	10	10	15	0	
Chandler Hill / 99 Barclay St	1-09935-188-3J	Proposed	7	0	7	7	250	1,750	0	7	0	0	
HFM		Proposed	125	0	125	125	250	31,250	0	75	50	0	
Wymaner Hunt Back Rd		Proposed	75	0	75	75	250	18,750	0	35	40	0	
Stockland Tract / 46 Swann		Proposed	10	0	10	10	250	2,500	0	10	0	0	
BCC College / Swann Rd		Proposed	26	0	26	26	250	6,500	0	26	0	0	
Optimal Sparte / 838 Newtown-Yardly Rd		Completed	6	6	0	0	250	0	6	0	0	0	
Marcello's - 15 Swann Rd. (formerly Ryzner (Dilks))	1-09935-190-3J	Under Construction	12	6	6	6	250	1,500	12	0	0	0	
Newtown Race / Phasant Rd		Proposed	35	0	25	25	250	6,250	0	25	0	0	
C. Back / Middle School	1-09935-180-X	Proposed	10	0	10	10	250	2,500	0	0	5	0	
Mili Race Office Campus (1051 Lindenburs Rd)	1-09935-134-X	Proposed	5	0	5	5	250	1,250	5	0	0	0	
Business Commons [a]		Potential	105	0	105	105	250	26,250	8	0	0	0	
Newtown Shopping Center [a]		Potential	105	0	105	105	250	26,250	7	0	0	0	
Village @ Newtown E&W [a]		Potential	105	0	105	105	250	26,250	7	0	0	0	
Village @ Newtown South [a]		Potential	105	0	105	105	250	26,250	7	0	0	0	
Comics @ Newtown [a]		Potential	140	0	140	140	250	35,000	7	0	0	0	
Newtown Depot [a]		Potential	105	0	105	105	250	26,250	7	0	0	0	
Newtown Plaza [a]		Potential	105	0	105	105	250	26,250	7	0	0	0	
Misc. Non-Residential		Potential	438	0	438	438	250	109,500	0	54	105	0	
Phils. Archdiocese (391 Durham Rd, TPN 29-3-20)		Completed	351	0	351	351	250	87,750	0	16	36	0	
Brkmar at Village @ Newtown SC [b]		Proposed	95	0	95	95	250	23,750	0	95	0	0	
Village at Newtown (TPN 29-10-76)		Proposed	6	0	6	6	250	1,500	0	6	0	0	
Laethlin Property (TPN 29-07-401 & -002)		Proposed	9	0	9	9	250	2,250	0	9	0	0	
Freestone Dialysis (105 Terry Drive)		Proposed	16	0	16	16	250	4,000	0	16	0	0	
Actual e Future [b]		Proposed	1	0	1	1	250	250	0	1	0	0	
TOTAL						977		244,250	362	588	397	5	

[a] Per Township's letter dated 4-27-15, they were instructed to eliminate these categories and instead move them to a miscellaneous non-residential category. Therefore, Year 2014 projections were left in place, but projections beyond 2014 were based on the miscellaneous category.
 [b] Per Township's letter dated 5-12-17, these projects are to utilize Year 2015 Miscellaneous Non-Residential EDU's (originally 138 EDU's in that category, now 54 EDU's). = This project has either been partially or fully connected.

Connection Management Plan

Updated on 6-19-17 (supersedes 6/8/17 version)

Neachamy Interceptor Service Area Tributary to Torosa Road Pump Station

Development Name	DEP Code No.	Construction Status per Municipality	PLANNING STATUS				CONNECTION STATUS					NICMSP APPROVED EDU'S			
			EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	CPD/EDU (used to date Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017			
Keith Boyd Subdivision	Exemption Granted	Under Construction	4	2	2	2	250	500	3	0	0	0	0		
South Subdivision		Under Construction	3	1	2	2	250	500	2	0	0	0	0		
Sewer District 3 - Residential, Phase I (Harvest Aft)	EH19 2008-184-L	Approved*	-1	18	23	8	250	2,000	2	2	2	2	2		
Sewer District 3 - Residential, Phase II (Traynoce Manor, Greenleaf Manor Aves)	EH19 2008-184-L	Approved	254	100	154	48	250	12,000	12	13	12	12	12		
Sewer District 3 - Non-Residential	EH19 2008-184-L	Approved	254	129	125	125	250	3,250	125	0	0	0	0		
Jubilee's Garden	Exemption Granted	Approved	6	0	6	6	250	1,500	6	0	0	0	0		
Holland Estates	Exemption Granted	Approved	7	2	5	5	250	1,250	5	0	0	0	0		
Schultz Subdivision	Exemption Granted	Approved	3	2	2	2	250	500	3	0	0	0	0		
Leehurst Development (Telf Bros)	1-09937-350-3J	Proposed	40	0	40	40	250	10,000	-40	0	0	0	0		
Norton Subdivision (2 lots)	1-09937-334-2	Completed	2	2	0	0	250	500	1	1	0	0	0		
Sewer District 3 - Non-Residential (Future Growth)	EH19 2008-184-L	Proposed	54	2	52	2	250	10,000	10	10	10	10	10		
Davis Property		Proposed	65	10	55	55	250	13,750	55	0	0	0	0		
Sewer District 3 - 65 Richard Road	1-09932-315-X	Proposed	2	0	2	2	250	500	2	0	0	0	0		
295 Buck Road	1-09932-392-X	Proposed	3	1	2	2	250	500	2	0	0	0	0		
216 Postleirn Pike		Proposed	1	0	1	1	250	250	1	0	0	0	0		
Keith Boyd Minor Subdivision - Sunset Dr		Completed	1	1	0	0	250	0	0	0	0	0	0		
Proposed Development (31.863 acres)		Proposed	10	0	10	10	250	2,500	10	0	0	0	0		
Proposed Development (12 acres)		Proposed	10	0	10	10	250	2,500	10	0	0	0	0		
Proposed Development (47.38 acres)		Proposed	10	0	10	10	250	2,500	10	0	0	0	0		
Proposed Development (6.7 acres)		Proposed	5	0	5	5	250	1,250	5	0	0	0	0		
Council Rock School District		Proposed	75	0	75	75	250	18,750	75	0	0	0	0		
Miscellaneous Growth per NRCMA's 2011 Chap 24 (a)		Proposed	Unknown	4	Unknown	71	250	17,750	0	5	5	5	5		
340 Rockville Road	1-09932-394-X	Approved	1	0	1	1	250	250	1	0	0	0	0		
19 Cameron Drive		Cancelled	1	1	0	0	250	0	0	0	0	0	0		
Busleton Pike - Swidler		Completed	1	1	0	0	250	0	0	0	0	0	0		
Rocksaville Road (JM Contractions)		Completed	1	1	0	0	250	0	0	0	0	0	0		
Chapel Woods Assoc. (582 Beverly Rd)		Proposed	1	0	1	1	250	250	1	0	0	0	0		
656 East Holland Rd		Proposed	15	0	15	15	250	3,750	15	0	0	0	0		
Karnous Klothes		Completed	5	0	0	0	250	0	0	0	0	0	0		
295 Buck Road (Unit 4)		Proposed	3	0	3	3	250	750	0	0	1	2	2		
Crossroads Plaza (TPN 31-15-23-4)		Proposed	4	0	4	4	250	1,000	0	0	4	4	4		
Municipal Expansion		Proposed	5	0	5	5	250	1,250	0	0	0	0	0		
Richboro Plaza (TPN 31-5-103)		Proposed	4	0	4	4	250	1,000	0	0	1	2	2		
Wheat - Ribborn		Proposed	3	0	3	3	250	750	0	0	0	0	0		
777 Harbor Road (TPN 31-5-87-1)		Proposed	36	0	36	36	250	9,000	0	1	0	0	0		
Industrial Redevelopment (TPN 31-1-4)		Proposed	40	0	40	40	250	10,000	0	0	20	20	20		
Wright Property (TPN 31-10-25-1)		Proposed	2	0	2	2	250	500	0	0	0	0	0		
Shiley Property (TPN 31-1-7-2)		Proposed	8	0	8	8	250	2,000	0	0	0	0	0		
Crotchans Pinnacle aka Russell Prop (TPN 31-1-10-75)		Completed	4	4	0	0	250	0	0	0	0	0	0		
Jake's Haven (TPN 31-15-143)		Approved	1	1	0	0	250	0	0	0	0	0	0		
875 Buck Road (TPN 31-59-1)		Approved	1	0	1	1	250	250	0	0	0	0	0		
1671 Bridgetown Pike (TPN 31-39-7-1)		Under Construction	61.5*	0	13.5	13.5	250	3,375	0	0	0	0	0		
Holland Middle School Expansion (TPN 31-15-5)		Potential	150	0	150	30	250	7,500	0	15	10	10	10		
Misc. Change in Use		Pending	3	0	3	3	250	750	4	0	0	0	0		
McKenna - 293 Harbor Road (TPN 31-5-82)		Pending	2	0	2	2	250	500	0	2	0	0	0		
Deluca Subdivision (TPN 31-5-40)		Pending	1	0	1	1	250	250	0	1	0	0	0		
Montrose Subdivision (TPN 31-15-20)		Pending	1	0	1	1	250	250	0	1	0	0	0		
Civic Center Restroom		Proposed	1	0	1	1	250	250	0	1	0	0	0		
Gleason Road (TPN 31-15-3 & -4)		Proposed	3	0	3	3	250	750	3	0	0	0	0		
Northampton Twp Police Station (111 Towashie Rd)		Proposed	3	0	3	3	250	750	3	0	0	0	0		
444 St. Leonards Rd LLC (TPN 31-03-15)		Proposed	9	0	9	9	250	2,250	9	0	0	0	0		
TOTAL						704.5	176,125	425	51	207	88	88	88		

* The total EDU's (65.5) include existing sewer flows.

[a] As requested in NRCMA's email dated 6/2/17, reallocation for (4) Year 2014 miscellaneous EDU's and one (1) Year 2015 miscellaneous EDU's to the Russell Tract. The Russell Tract's Ave (5) Year 2016 EDU's are moved to the miscellaneous category.

* This project has either been partially or fully connected.

Connection Management Plan

Updated on 6-19-17 (supersedes 6/8/17 version)

Neighborhood Interceptor Service Area Tributary to Torrey Road Pump Station

Development Name	DEF Code No.	PLANNING STATUS					CONNECTION STATUS					NICMP APPROVED EDUS			
		Construction Status per Municipality	EDUs Planned or Approved	EDUs Connected To Date	EDUs Needed	EDUs Projected (2014-2017)	CDPEDUC (used to calculate Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017			
Middletona Meadows	1-09003-297-111	Completed	20	20	0	0	250	0	0	0	0	0	0	0	
Hovoniana (Maricopa Northwest)	1-09003-355-E	Under Construction	150	148	14	14	250	3,500	0	0	0	0	0	0	
SHAMC (645 St. Marks Medical Center)		Completed	1	1	0	0	250	0	0	0	0	0	0	0	
San Mary Health and Wellness		Proposed	78	0	78	78	250	19,500	0	0	0	0	0	0	
Perla/PECO Tract (E)	1-09003-342-E	Proposed	30	0	30	30	250	5,000	0	0	0	0	0	0	
George School	1-09003-365-X	Completed	2	2	0	0	250	0	0	0	0	0	0	0	
Matrix Orthodox Holy Trinity Glen Willow Tract	1-09003-383-31	Proposed	116	0	116	116	250	21,750	0	0	0	0	0	0	
Woods Service Campus Addition	1-09003-386-X	Completed	5	5	0	0	250	0	0	0	0	0	0	0	
K&S Greenleaf		Completed	1	1	0	0	250	0	0	0	0	0	0	0	
Community Baptist Church		Approved	6	0	6	6	250	1,500	0	0	0	0	0	0	
Walnut & Sam's Club		Proposed	8	0	8	8	250	2,000	0	0	0	0	0	0	
Heritage Homes (Willow Ave)		Completed	1	1	0	0	250	0	0	0	0	0	0	0	
Cluniarter Subdivision (per 2005 Approval)		Completed	1	1	0	0	250	0	0	0	0	0	0	0	
Matrix Apartments - Big Oak Road		Proposed	150	0	150	150	250	37,500	0	0	0	0	0	0	
Country Builders (Albany Ave)		Proposed	150	0	150	150	250	12,500	0	0	0	0	0	0	
Country Builders (Cedar Ave)		Completed	2	2	0	0	250	0	0	0	0	0	0	0	
McGrath-Arbush Ave		Completed	2	2	0	0	250	0	0	0	0	0	0	0	
Woods Services Cedarwood Addition		Completed	2	2	0	0	250	0	0	0	0	0	0	0	
Bullerham Mill Houses (only 5 EDUs proposed)		Completed	40	40	0	0	250	10,000	0	0	0	0	0	0	
Outcrop Valley Msh - Restaurant Addition		Proposed	45	0	45	45	250	6,250	0	0	0	0	0	0	
Shoreline at Flowers 1800		Proposed	20	0	20	20	250	5,000	0	0	0	0	0	0	
570 Rosewood Ave Subdivision (Summit St)	1-09003-348-X	Under Construction	1	0	1	1	250	250	0	0	0	0	0	0	
Chesapeake Ave Subdivision (TPN 22-12-592)		Approved	1	0	1	1	250	250	0	0	0	0	0	0	
130 Middleway Blvd. Restaurant (TPN 22-36-1143)		Approved	34	0	34	34	250	8,500	0	0	0	0	0	0	
Stone Haven S/O (245) Lauridgens Yardier Rd		Proposed	12	0	12	12	250	3,000	0	0	0	0	0	0	
408 Hulmeville Rd (TPN 22-17-52-182)		Proposed	2	0	2	2	250	500	0	0	0	0	0	0	
629 Hulmeville Rd (TPN 22-17-51-11)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
1597 Fulling Mill Road (TPN 22-12-77)	1-09003-372-31	Under Construction	3	2	1	1	250	750	0	0	0	0	0	0	
962 Old Lincoln Hwy (TPN 22-13-105)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
Burner Subdiv. - 364 Cedar Ave (TPN 22-13-164-21)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
1005 W. Lincoln Highway (TPN 22-13-164-17)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
139 Elmwood (TPN 22-3-150)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
Huettelbain, Woodbourne Rd (TPN 22-31-13)		Proposed	12	0	12	12	250	750	0	0	0	0	0	0	
Towhee Inc. (TPN 22-31-15)		Proposed	2	0	2	2	250	500	0	0	0	0	0	0	
1420 Super Highway (TPN 22-61-15-1)		Proposed	13	0	13	13	250	3,250	0	0	0	0	0	0	
729 Highland Ave. (TPN 22-20-41-57 & 58)		Potential	1	0	1	1	250	250	0	0	0	0	0	0	
Chicago Mexican Grill (3339 Lincoln Hwy)		Proposed	7	0	7	7	250	1,750	0	0	0	0	0	0	
224 Rosemead Ave. (TPN 22-131-146-1)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
Eastern Warehouse Distributors, 1050 Wheeler Way (TPN 22-21-46-2)		Proposed	112	0	112	112	250	280	0	0	0	0	0	0	
Eastern Warehouse Distributors, 385 South Flowers Mill Road		Proposed	5	0	5	5	250	1,250	0	0	0	0	0	0	
374 Penitence Drive (TPN 22-25-20)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
1021 W. Maple Ave. (TPN 22-23-190)		Proposed	2	0	2	2	250	500	0	0	0	0	0	0	
131 N. Hawthorne Ave. (TPN 22-13-89)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
452 Bellevue Ave. (existing gas station)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
570 Rosewood Ave. (subdivision)		Proposed	1	0	1	1	250	250	0	0	0	0	0	0	
Marketplace at Oxford Valley		Proposed	5	0	5	5	250	1,250	0	0	0	0	0	0	
Miscellaneous EDUs		Potential	10	0	10	10	250	2,500	0	0	0	0	0	0	
TOTAL								151,030	39	168	321	213			

(a) Address of restaurant changed from 2424 E. Lincoln Hwy to 2339 Lincoln Hwy.
 (b) These projects were requested per Twp. Letters dated 3/17/17, 5/9/17, 5/17/17, & 6/2/17, but because reallocations are not permitted, these EDUs are shown in Year 2016.
 (c) Stone Haven reverts to its prior position on the 2013/17 NICMP, with 12 EDUs in Year 2016.
 (d) This project previously was known as Just Sam's Club, but Walmart is being added to it. Also, it previously had 4 EDUs in Year 2016, but it now needs 8 EDUs (so 4 added to total in 2016).
 (e) This project previously had 30 EDUs for Year 2016. It now requires 34 EDUs (so 4 EDUs were added to the total in Year 2016).
 (f) Per DEP's suggestion, a miscellaneous category has been added to the NICMP for Year 2017.
 (g) Matrix Apartments and Perla/PECO Tract are re-added back to their positions in the 2013/17 NICMP.
 (h) Mose and Leinhaus Subdivisions were removed from the NICMP, as they are no longer proposed.
 (i) This project has either been partially or fully proposed.

Connection Management Plan													
Updated on 6-19-17 (supersede 6/8/17 version)													
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station													
Development Name	DEP Code No.	PLANNING STATUS				CONNECTION STATUS				NICMP APPROVED EDU'S			
		Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	CPD/EDU (used to calculate Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	
Pennell Borough													
Schoolhouse Court	1-099338-0 [1+3]	Approved	12	0	12	12	250	3,000	12	0	0	0	
Apt Rental Office (Village at Mill Creek)		Pending	1	0	1	1	250	250	0	0	1	0	
Fairview Ave Subdivision	1-099338-01B-E	Completed	2	2	0	0	250	0	0	0	1	0	
Roberts Ave Apartments		Approved	12	0	12	12	250	3,000	12	0	0	0	
WAWA/CVS [a]		Proposed	11	0	11	11	250	2,750	0	11	0	0	
200 W. Lincoln Highway [b]		Proposed	4	0	4	4	250	1,000	0	0	4	0	
Miscellaneous Residential Development [c]		--	42	0	42	42	250	10,500	0	0	42	0	
Miscellaneous Non-Residential Development [c]		--	48	0	48	48	250	12,000	0	0	48	0	
TOTAL						130		32,500	24	11	96	0	

[a] 2016 Chapter 94 says this project connected in 2016, but stayed within the property's allotted EDU, so no new EDU's were connected.

[b] Ebert Engineering letter dated 3/28/17 requested this project be added to the Year 2016 column. The project requires 4 EDU's, but a credit of 1 existing EDU for the lot is applied.

[c] Added per Ebert Engineering letter dated 3/28/17.

[d] This project has either been partially or fully connected.

Connection Management Plan												
Updated on 6-19-17 (supersedes 6/8/17 version)												
Kishwaukee Interceptor Service Area Tributary to Tatum Road Pump Station												
PLANNING STATUS				CONNECTION STATUS				NICMFP APPROVED EDU'S				
Development Name	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (2014-2017)	GPD/EDU (used to calc. Projected Flow)	Projected Avg. Flow (CPD)	2014	2015	2016	2017
Verona Township												
Med-Flex Facility (Frost & Ford Rd) (a)		Proposed	11	0	11	11	250	2,600	85	0	0	0
2917 Veterans Hwy (The Club)		Complete	2	2	0	0	250	0	0	0	0	0
McDonald's (Ford Rd & Veteran's Hwy)	1-09001-243-3	Complete	9	9	0	0	250	0	9	0	0	0
3113 Veteran's Hwy		Approved	75	0	75	75	250	18,750	75	0	0	0
3011 Veteran's Hwy		Approved	83	0	83	83	250	20,750	83	0	0	0
1111 Veteran's Hwy		Proposed	7	0	7	7	250	1,750	0	7	0	0
1190 Veteran's Hwy (Dunkin' Donuts)		Proposed	4	0	4	4	250	1,000	0	4	0	0
2320 & 2526 Durham Rd (AAAMCO)		Proposed	10	0	10	10	250	2,500	0	10	0	0
Community College Pad Site (for bank)		Proposed	3	0	3	3	250	750	0	3	0	0
Ford Rd and Veteran's Hwy (former GQty Station)		Proposed	9	0	9	9	250	2,250	0	9	0	0
Deon Square (318 S. Oxford Valley Rd)		Complete	5	5	0	0	250	0	0	5	0	0
2403 New Falls Road		Complete	1	1	0	0	250	0	0	1	0	0
Avenue B (TPN 3-16-52)	1-09001-265-X	Waived	1	0	1	1	250	250	0	0	1	0
TOTAL						243		50,800	254	39	1	0

(a) Twp. Engineer's letter dated 3/7/16 revised the proposed flow for Med-Flex from 25,425 gpd to just 2,600 gpd (11 EDU's).
= This project has either been partially or fully connected.

EXHIBIT D
LOWER MAKEFIELD TOWNSHIP
FLOW LIMITATIONS (PWD)

The following flow limitations are based on the five (5) year average that includes 2012 through 2016. Flows noted below shall be adjusted based upon connections made during the five (5) year period.

I.	Five-year Average Flow (2012-2016)	734,000 gpd
II.	Maximum Daily Flow	1,027,600 gpd
III.	Instantaneous Peak Flow	1,468,000 gpd

It should be noted that the Peak Instantaneous Flow at the connection points with Lower Makefield Township will be based on peak hourly flow.

EXHIBIT E
LOWER MAKEFIELD TOWNSHIP
FLOW LIMITATIONS (DEP)

The following flow limitations are based on the five (5) year average that includes 2012 through 2016. Flows noted below shall be adjusted based upon projections and connections made during the period five (5) year metering period.

- | | | |
|-----|----------------------------|---------------|
| I. | (2012 - 2016) Average Flow | 734,000 gpd |
| II. | Instantaneous Peak Flow | 1,835,000 gpd |

It should be noted that the Peak Instantaneous Flow at the connection points with Lower Makefield Township will be based on peak hourly flow.

EXHIBIT F
PENALTY CALCULATION
Neshaminy Interceptor
Sample Penalty Calculation for Customer Contributions to PWD Limit Exceedances

Column # =>	A	B	C=A-B	D	E	F=D-E	G	H	I=C/Hx100	J	K=IxI
	ABC Imp F ^{104E}		Totem Road Pump Station		Exceedance Surcharge Allocation		Sum of All Customers'		ABC Imp Share of		
Date	Max Daily (Cmgd)	Limit (mgd)	Exceedance (mgd)	Totem Rd Flow (Ogd)	Limit (mgd)	Exceedance (mgd)	Max Daily (mgd)	Total Exceedance (mgd)	Total Exceedance	RWD Surcharge	ABC Timp Share
5/18/2025	7.39	2.76	4.63	51.85	37.00	14.85	54.05	27.90	16.6%	6170,763.50	623,327.53
5/19/2025	3.82	2.76	1.06	40.59	37.00	3.59	33.27	7.23	14.6%	641,27350	66,043.52
6/16/2025	4.20	2.76	1.44	38.27	37.00	1.27	34.42	8.29	17.4%	614,61650	62,536.88
6/17/2025	6.80	2.76	4.04	45.28	37.00	8.23	50.24	24.06	16.3%	695,243.00	615,935.70
6/18/2025	4.01	2.76	1.25	40.71	37.00	3.71	39.16	13.03	9.6%	642,619.00	64,08389

**APPENDIX E – PADEP PLANNING APPROVAL LETTER
NOVEMBER 5, 2018**

November 5, 2018

CERTIFIED MAIL NO. 7015 1730 0000 4357 8698
RETURN RECEIPT NO. 9590 9402 2927 7094 0193 69

Mr. Kurt Ferguson, Manager
Lower Makefield Township
1100 Edgewood Road
Yardley, PA 19067

Re: Act 537 Plan Update
Lower Makefield Township Act 537 Sewage Facilities
Plan Special Study for Neshaminy Interceptor
Status: ISSUED
APS ID 44729, AUTH ID 1234749
Lower Makefield Township
Bucks County

Dear Mr. Ferguson:

We have completed our review of your municipality's updated Official Sewage Facilities Plan for Lower Makefield Township (Township), Bucks County titled Lower Makefield Township Act 537 Sewage Facilities Plan Special Study for Neshaminy Interceptor (537 Plan), as prepared by Ebert Engineering, Inc., dated February 15, 2018, with a last revision date of October 30, 2018. The review was conducted in accordance with the provisions of the Pennsylvania Sewage Facilities Act.

Approval of the 537 Plan is hereby granted. The 537 Plan provides for the following:

1. The Township's continued use and financial contribution towards the expansion of the Bucks County Water and Sewer Authority's (BCWSA) conveyance system that includes the Neshaminy Interceptor for sewage conveyance to the City of Philadelphia's Northeast Water Pollution Control Facility.

The expansion of BCWSA's conveyance system will include lining of the 30-inch, 33-inch, 36-inch, and 42-inch portions of the Neshaminy Interceptor, as well as lining the first 3,000 feet of the 48-inch portion of the Neshaminy Interceptor. The expansion will also involve the construction of a relief sewer along the 54-inch portion of the Neshaminy Interceptor. BCWSA will implement these improvements on behalf of the Township consistent with the implementation schedule found in Chapter VIII, Section F on Page VIII-7 of the 537 Plan.

2. The Township's implementation of a comprehensive inflow and infiltration (I/I) reduction program. The program's details are outlined in the Corrective Action Plan for the Township of Lower Makefield Collection System (CAP), attached to the 537 Plan within Appendix B. The I/I reduction program will be implemented consistent with the Implementation Schedule found in Chapter VIII, Section F on Page VIII-7 of the 537 Plan and in Section VI of the CAP, last revised on October 30, 2018. The program's details are also outlined within Chapter V of the 537 Plan.
3. Upgrade of the Brookstone Pump Station (BPS) to accommodate total average annual flows of 73,846 gallons of sewage per day (mgd) and peak design flows of 287,999 gpd, which accounts for the existing flows to the pump station and the projected flows identified in the Special Study for the service area tributary to the pump station. This upgrade will involve the installation of a new wet well with two new submersible pumps and the installation of a new valve and meter vault. The existing dry well will be abandoned in place. The permitting and construction of the upgrade of this pump station shall be completed consistent with the implementation schedule found in Chapter VIII, Section F on Page VIII-7 of the 537 Plan.
4. Expansion and upgrade of the Chanticleer Pump Station (CPS) to accommodate total average annual flows of 25,714 gallons of sewage per day (mgd) and peak design flows of 107,999 gpd, which accounts for the existing flows to the pump station and the projected flows identified in the Special Study for the service area tributary to the pump station. This upgrade will involve the replacement of the existing single-phase pumps with three-phase pumps. The permitting and construction of the upgrade of this pump station shall be completed consistent with the implementation schedule found in Chapter VIII, Section F on Page VIII-7 of the 537 Plan.
5. The replacement of 900 feet of two-inch force main from the CPS with a three-inch force main. The permitting and construction of this force main replacement shall be completed consistent with the implementation schedule found in Chapter VIII, Section F on Page VIII-7 of the 537 Plan.

Please note that this 537 Plan only provides for the portion of the Township tributary to BCWSA's Neshaminy Interceptor. The Official Plan under Act 537 for the remaining portion of the Township that is tributary to Morrisville Municipal Authority's wastewater treatment plant continues to be the Township of Lower Makefield Bucks County, Pennsylvania Act 537 Sewage Facilities Plan Update approved by the DEP on July 22, 1999 with a portion of the Township covered by the Edgewood Village Component 3m, approved by DEP on July 1, 2011.

In Section IV.C.B. of the CAP on Page 15 of 23, the Township has committed to draft and vote on an ordinance that requires the inspection of any sanitary sewer lateral whenever ownership of a property is transferred. The ordinance will state that a certified registered plumber will be required to video inspect the lateral and make any repairs necessary to property transfer. Upon repair of any lateral defects, the homeowner will be issued a Sewer Lateral Compliance Certification certifying that the home has passed the lateral inspection. The private laterals will extend from the building to the transition or right-of-way line on the property.

As discussed in DEP's letters of June 26, 2012 and July 25, 2012, DEP determined that BCWSA's Neshaminy Interceptor has a projected hydraulic overload pursuant to 25 Pa. Code § 94.22. BCWSA has submitted, and the Department has accepted, a corrective action plan and connection management plan for the Neshaminy Interceptor (NICAP/NICMP). BCWSA's NICAP/NICMP calls for the municipalities tributary to the Neshaminy Interceptor to complete sewage facilities planning to document current and future needs and to implement comprehensive inflow and infiltration reduction programs so that BCWSA may properly design any necessary expansion of the Neshaminy Interceptor to address the projected hydraulic overload. Municipalities meeting the applicable milestones listed in the NICAP/NICMP are eligible for the annual release of connections. The Year 2014 connections listed in the NICMP are already eligible for release. To date, the Township has met the milestones listed in the NICAP/NICMP for the release of its Year 2015 connections listed in the NICMP. The Township has also completed the Act 537 planning process and TOFA on behalf of the Township has executed a supplemental intermunicipal agreement with BCWSA which are among the milestones listed in the NICAP/NICMP for the release of Year 2016 connections.

Please note that per Bucks County Water and Sewer Authority's (BCWSA) Neshaminy Interceptor Corrective Action Plan, Year 2018 and beyond allocations will be based on municipal compliance with the flow limits established in the supplementary agreements with BCWSA and the remaining available capacity in the Neshaminy Interceptor Sewer System, as determined by BCWSA and DEP. DEP will be monitoring the remaining capacity of the Neshaminy Interceptor sewer system via our review of annual Chapter 94 reports. Chapter 94 requires that annual reports include, among other information, a discussion of programs for sewer system monitoring, maintenance, repair, rehabilitation and infiltration/inflow monitoring. As a tributary system to the Neshaminy Interceptor, Bucks County Water and Sewer Authority's annual report for the conveyance system that serves Northampton Township should therefore include details regarding the implementation of the infiltration and inflow reduction plan approved as part of this Act 537 plan update and the progress made in meeting the I/I plan's goals.

The approved relief sewer project will also require a Water Quality Management (Part II) permit for the Neshaminy Interceptor improvements. The permit application must be submitted in the name of the BCWSA. Issuance of a Part II permit will be based upon a technical evaluation of the permit application and supporting documentation. Starting construction prior to obtaining a Part II permit is a violation of the Pennsylvania Clean Streams Law (CSL).

The approved pump station upgrades and the force main replacement will also require a Water Quality Management (Part II) permit. The permit application must be submitted in the name of the Township. Issuance of a Part II permit will be based upon a technical evaluation of the permit application and supporting documentation. Starting construction prior to obtaining a Part II permit is a violation of the Pennsylvania Clean Streams Law (CSL).

Other DEP permits may be required for construction if encroachment to streams or wetlands will result. Information regarding the requirements for such permits or approvals can be obtained from DEP's Watershed Management Program at the letterhead address, or by telephone at 484.250.5970.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800.654.5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717.787.3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717.787.3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions, please contact Ms. Kelly Boettlin of this office at 484.250.5184.

Sincerely,



Mr. Thomas Magge
Regional Manager
Clean Water

cc: Bucks County Planning Commission
Bucks County Health Department
Bucks County Conservation District
Mr. Ebert – Ebert Engineering, Inc.
Township of Falls Authority
Mr. Ponert - City of Philadelphia Water Department
Bucks County Water and Sewer Authority
Mr. Burke
Mr. Gelles – DEP OCC
Ms. Boettlin
Ms. Vollero - RCSOB, 11th Floor, Sewage Facilities
Planning Section
Re 30 (GJE18CLW)309-4

**APPENDIX F – NESHAMINY INTERCEPTOR
CONNECTION MANAGEMENT PLAN**

SENT VIA ELECTRONIC MAIL ONLY

August 28, 2020

Mr. John Butler
Bucks County Water and Sewer Authority
1275 Almshouse Road
Warrington, PA 18976

Re: Municipal Wasteload Management Program
BCWSA Neshaminy Connection Management Plan
(NICMP)
Bucks County

Dear Mr. Butler:

The Department of Environmental Protection (DEP) received submissions on May 6, 2019, September 10, 2019, April 23, 2020, May 26, 2020 and August 3, 2020 regarding the above referenced matter from Mr. John Swenson of Carroll Engineering Corporation on behalf of the Bucks County Water and Sewer Authority (BCWSA). The information provided by Mr. Swenson includes proposed revisions to BCWSA's Neshaminy Interceptor Connection Management Plan (NICMP) as well as the requests from various municipalities that initiated the proposed revisions. The NICAP and NICMP were submitted to fulfill BCWSA's obligations under 25 Pa. Code § 94.22, to address the projected hydraulic overload within portions of the Neshaminy Interceptor, as discussed in the DEP's letters of June 26, 2012 and July 25, 2012 to BCWSA.

DEP has reviewed the proposed NICMP revisions and hereby accepts the revisions proposed in the most current NICMP, dated July 29, 2020.

The March 10, 2014 Settlement Agreement between DEP and BCWSA provided for the release of the 2014 connections upon acceptance of the NICAP. Your NICAP was accepted on March 10, 2014 and fully allocated your proposed 2014 connections equating to a total flow of 334,750 gallons of sewage per day (gpd).

According to your NICMP, the 2015 connections may be released to those municipalities that have complied with the submission of the Act 537 Plans of Study (POS) and the submission of the public sewer capacity needs analyses that was due by September 30, 2014. Our records show that all tributary municipalities have complied with the submission of Act 537 POSs for the Neshaminy service areas of their municipalities to DEP. BCWSA has confirmed that all tributary municipalities have complied with the submission of the public sewer capacity needs analyses and has therefore released the 2015 connections to all municipalities.

According to your NICMP, the 2016 connections may be released to those municipalities that have complied with the execution of the supplementary agreement with BCWSA and have submitted completed and adopted plans to DEP no later than October 1, 2015. A completed Act 537 plan contains executed supplemental agreements as identified in the NICAP and NICMP, as well as incorporates BCWSA's

Neshaminy Interceptor Alternative Analysis. Many Act 537 plans previously submitted to DEP do not contain the supporting supplemental agreement or the Neshaminy Interceptor Alternative Analysis. Therefore, these submissions are incomplete and do not yet qualify for the release of 2016 connections. The following municipalities have submitted complete Act 537 Plans and BCWSA has confirmed the release of 2016 connections to these municipalities: Bensalem Township, Falls Township, Hulmeville Borough, Langhorne Borough, Langhorne Manor Borough, Lower Makefield Township, Middletown Township, Newtown Township, Northampton Township and Penndel Borough. Each of the remaining tributary municipalities are advised by copy of this letter to contact Ms. Kelly Boettlin at 484.250.5184 to discuss the status of their Act 537 plan update as necessary.

According to your NICMP, the 2017 connections may be released to those municipalities that have implemented their 537 Plans in accordance with the plan's implementation schedule and have proceeded with their comprehensive I/I plan for repairs, maintenance and/or replacement of facilities to reduce excessive wet weather flows. At this time, DEP believes that BCWSA is proceeding with the project to upgrade the Neshaminy Interceptor and as such those municipalities with approved 537 plans can be considered to be implementing their approved 537 plan. With that condition being met, DEP expects that any request for the release of 2017 connections should be tied to the municipality's own performance implementing their I/I abatement plan.

At this time, DEP has concurred with and BCWSA has confirmed the release of 2017 connections to these municipalities: Bensalem Township, Falls Township, Hulmeville Borough, Langhorne Borough, Langhorne Manor Borough, Lower Makefield Township, Middletown Township, and Northampton Township.

Our records show that Newtown Township and Penndel Borough may be eligible for the release of 2017 connections. The municipalities should check with BCWSA to determine the release of 2017 connections to their municipality. We would recommend that, if applicable, BCWSA include these municipalities in any request for the release of 2017 connections along with status updates of the implementation of the municipal I/I plans.

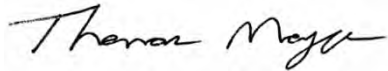
According to your NICMP, the 2018 and beyond connections may be released to those municipalities that are in compliance with the flow limits established in their supplementary agreement with BCWSA and the remaining available capacity in the Neshaminy Interceptor Sewer System, as determined by BCWSA and DEP. In order to properly manage these connections, DEP requests that BCWSA amend their municipal NICMP lists to include a column for 2018 and beyond connections. DEP further requests that those municipalities who have had their 2017 connections released to them and those municipalities who are eligible for the release of 2017 connections provide BCWSA with a list of known needs that will be needed by December 31, 2020 along with a miscellaneous pool of connections to provide for any infill development or newly proposed projects. This list should entail any projects that the municipalities are aware of but have not yet been provided within the NICMP.

DEP will review the addition of 2018 connections and will coordinate with BCWSA in the release of these connections on a project by project basis. Municipalities will need to utilize any miscellaneous connections already released to them for infill and new development prior to using any of the 2018 miscellaneous connections that may be released to the municipality.

Please be advised that 25 Pa. Code § 71.52(a)(3)(v) requires sewage facilities planning modules to incorporate and be consistent with the requirements of 25 Pa. Code § 71.21, relating to the content of official plans. 25 Pa. Code § 71.21(a)(5)(i)(B) requires consistency between the proposed alternative and the objectives and policies of municipal wasteload management under Title 25 Pa. Code Chapter 94. BCWSA should ensure that it only certifies capacity for those projects where capacity has been released consistent with their NICMP.

If you have any questions, please contact Ms. Kelly Boettlin at 484.250.5184.

Sincerely,



Mr. Thomas Magge
Regional Manager
Clean Water

cc: Mr. Cmorey - Bensalem Township (via email)
Ms. Kuhls - Middletown Township (via email)
Langhorne Borough (via email)
Langhorne Manor Borough (via email)
Mr. Galdo - Lower Southampton Township (via email)
Township of Falls Authority (via email)
Mr. Takita - Falls Township (via email)
Ms. Serota - Pennel Borough (via email)
Hulmeville Borough (via email)
Mr. Ferguson - Lower Makefield Township (via email)
Ms. Elton - Bristol Township (via email)
Mr. Pellegrino - Northampton Township (via email)
Mr. Zeuner - Northampton, Bucks County, Municipal Authority (via email)
Mr. Gormley - Newtown, Bucks County, Joint Municipal Authority (via email)
Newtown Township (via email)
Newtown Borough (via email)
Mr. Ponert - City of Philadelphia Water Department (via email)
Mr. Napoleon, BCWSA (via email)
Mr. Jones, BCWSA (via email)
Mr. Swenson – Carroll Engineering Corporation (via email)
Planning Section
Re



Carroll Engineering Corporation

July 29, 2020

Sent Via: USPS

Elizabeth Mahoney, Sewage Planning Supervisor
Pennsylvania Department of Environmental Protection
2 East Main Street
Norristown, PA 19401

Dear Ms. Mahoney:

Subject: BCWSA – NICMP Requested Revisions (23rd Update)

We received the following requests to revise the subject Connection Management Plan, as summarized below. We are enclosing one (1) complete set of the NICMP with a separate table for each municipality. In addition, the Municipality's individual requests are attached.

1. Bensalem Township – Adding one project, see footnote on enclosed table.
2. Lower Makefield Township – Modifying one project, see footnote on enclosed table.
3. Northampton Township – Modifying one project, see footnote on enclosed table.
4. Middletown Township – Adding five single family dwelling projects, see footnotes on enclosed table.

If you would, please acknowledge receipt of this CMP update. Should you have any questions or require additional information, feel free to contact this office.

Very truly yours,

CARROLL ENGINEERING CORPORATION

John A. Swenson, P.E.
Vice President

JAS/SMH:cam
Enclosures

cc: Kelly Boettlin, Sewage Planning Specialist 2, PADEP (w/Enclosures)
Benjamin W. Jones, Chief Executive Officer, BCWSA (w/Enclosures)
John Butler, Chief Operating Officer, BCWSA (w/Enclosures)
Jeffrey P. Garton, Esquire, Begley Carlin & Mandio (w/Enclosures)
Steve Hann, Esquire, Hamburg, Rubin, Mullin, Maxwell & Lupin (w/Enclosures)
James Napoleon, Engineering Manager, BCWSA (w/Enclosures)
Jon West, Engineering, BCWSA (w/Enclosures)
Steve Hartman, P.E., CEC (w/Enclosures)

Today's Commitment To Tomorrow's Challenges

Corporate Office:
949 Easton Road
Warrington, PA 18976
(215) 343-5700

630 Freedom Business Center
Third Floor
King of Prussia, PA 19406
610-489-5100

101 Lindenwood Drive
Suite 225
Malvern, PA 19355
484-875-3075

105 Raider Boulevard
Suite 206
Hillsborough, NJ 08844
908-874-7500



July 27, 2020

Steven M. Hartman, P.E.
Carroll Engineering Corporation
949 Easton Road
Warrington, PA 18976

**RE: Neshaminy Interceptor Connection Management Plan (NICMP)
6350 Bensalem Blvd.
TMP # 02-093-0288-001 / Project No. BENSG2001**

Dear Mr. Hartman

We are requesting a revision to the NICMP. 6350 Bensalem Blvd., TMP #02-093-0288-001 is proposing One (1) new single-family dwelling. The dwelling will produce 250 gallons per day (1 EDU's). Please include this revision with the next quarterly update to the NICMP, adding one (1) EDU to the 2018-2020 projects column.

Please do not hesitate to contact me if you have any questions.

T&M Associates

Russell Benner, P.E
Bensalem Township Engineer

cc: Ken Farrall, Director of Building and Planning, Bensalem Township

Ebert Engineering, Inc.

Water and Wastewater Engineering

jas/smh
20-2550.99

July 10, 2020

Mr. John Butler
Bucks County Water and Sewer Authority
1275 Almshouse Road
Warrington, PA 18976



Subject: BCW&SA Connection Management Plan Update
Lower Makefield Township, Bucks County, PA
Re: Lower Bucks Pediatrics/Octagon Center EDU Request

EE, Inc. No.: 068-014 and 068-036

Dear Mr. Butler,

On the behalf of Lower Makefield Township, Ebert Engineering, Inc. (EE, Inc.) is providing Bucks County Water & Sewer Authority (BCW&SA) with an updated Connection Management Plan (CMP) request to release a total of nine (9) edus to service a proposed non-residential development known as the Lower Bucks Pediatrics/Octagon Center in Lower Makefield Township.

The Lower Bucks Pediatrics/Octagon Center development consists of an existing office building which was constructed as part of Phase I development and a proposed daycare building and 4,500 square foot office proposed as part of the Phase II development. The project requires a total of eleven (11) edus to serve the existing building and the two proposed buildings.

The project is currently listed in the CMP under the name "Matrix Office" (DEP Code No. 1-09929-267-X) with a total of six (6) edus. Two (2) edus have been connected as part of Phase I. Three (3) edus are allocated to the project in the 2015 column of the CMP, and one (1) edu is allocated in the 2016 column of the CMP.

As the project will require a total of eleven (11) edus, five (5) additional edus are requested to be allocated to the project on the CMP from the Neshaminy Interceptor 2016 Miscellaneous Non-Residential Development Category. The table below summarizes the allocation of EDUs for the project on the Lower Makefield Township CMP.

Summary of EDUs Allocated on the CMP	
EDUs Connected	2
EDUs from 2015 Column	3
EDUs from 2016 Column	1
EDUs from Misc. Non Residential	5
Total EDUs	11



Lower Makefield Township - BCWSA CMP Update

July 10, 2020

Page 2 of 2

As you are aware, Lower Makefield Township was allocated seventy (70) Miscellaneous Non-Residential Development edus on June 5, 2017. These non residential edu allocations are intended for smaller subdivisions of 10 edus or less. The table below outlines all projects that have been allocated edus from the 2016 Miscellaneous Non-Residential Category and represents the most current summary of the projects allocated to this category including those requested in this update.

Total Miscellaneous Non Residential Development Edus Allocated		
Project Name	No. Edus	Status
<i>Total EDU Allocation</i>	70	
Shady Brook Farm - Restrooms	(1)	Approved 1/2/18
Lower Bucks Pediatrics/Octagon Center	(5)	Requested 7/10/20
Remaining Miscellaneous Non Residential Development Edus	64	

No other changes to the CMP are requested at this time.

In conclusion, an updated copy of the CMP for Lower Makefield Township is attached for your review and to be included in the overall CMP. As this request is for the allocation and release of existing edus, no additional edus are being added to the CMP.

Should you have any questions concerning this matter or need any additional information, please feel free to contact me.

Very truly yours,



Frederick E. Ebert, P.E.
President

Enclosure

Cc: Kelly Boettlin, PADEP
James Napoleon, BCW&SA
John Swenson, Carroll Engineering Corporation ✓
Kurt M. Ferguson, Lower Makefield Township
Jim Majewski, Lower Makefield Township
Greg J. Hucklebridge, P.E., Lower Makefield Township
Barbara Kirk, Hill Wallack LLP
David Truelove, Hill Wallack LLP
Douglas Waite, P.E. Gilmore & Associates, Inc.
Eric Clase, P.E., Gilmore & Associates, Inc.

PLANNING STATUS			CONNECTION STATUS						NICMP APPROVED EDU'S							
Development Name	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected (next 4 years)	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	2018	2019	2020	2021
Lower Makefield Township																
Regency at Yardley -Singles (North)	1-09929-267-X	Under Construction	191	157	34	34	250	8,500	30	30	35	35	0	0	0	0
Regency at Yardley -Carriages (Townhomes) (South)	1-09929-267-X	Under Construction	186	22	164	75	250	18,750	0	0	30	45	0	0	0	0
Matrix Lower Makefield Residential (aka Matrix -Condo's)	1-09929-267-X	Approved	62	0	62	62	250	15,500	0	0	62	0	0	0	0	0
Matrix -Office	1-09929-267-X	Under Construction	6	2	0	0	250	0	0	3	1	0	0	0	0	0
Brookshire Section I	1-09929-247-3I	Completed	21	21	0	0	250	0	1	0	0	0	0	0	0	0
Brookshire Section II	1-09929-247-3II	Completed	8	8	0	0	250	0	5	3	0	0	0	0	0	0
Troilo Tract	1-09929-262-E	Completed	5	5	0	0	250	0	1	0	0	0	0	0	0	0
Minehart Subdivision	1-09929-255-3II	Under Construction	7	5	2	2	250	500	0	4	2	0	0	0	0	0
Fiorelli Grove	1-09929-268-E	Approved	3	0	3	3	250	750	0	3	0	0	0	0	0	0
Aria Hospital [a]	-	Proposed	223	0	223	223	250	55,750	0	0	0	223	0	0	0	0
Reserve at Yardley (Freeman's Farm)	1-09929-278-E	Under Construction	15	14	1	1	250	250	0	0	5	10	0	0	0	0
Moon Nursery	1-09929-293-3I	Approved/ Under Construction	15	7	8	15	250	3,750	0	15	0	0	0	0	0	0
Grey Nun Retirement Community [j]	-	Proposed	114	0	114	114	250	28,500	0	0	0	114	0	0	0	0
Grace Point Church (aka 1st Baptist Church)	1-09929-282-3I	Approved	1	0	1	1	250	250	0	1	0	0	0	0	0	0
Pennwood Middle School Renovations [b]	1-09929-295X	Approved	1	0	1	1	250	250	0	0	1	0	0	0	0	0
Pennridge Pediatrics	-	Sketch	5	0	5	5	250	1,250	0	0	0	5	0	0	0	0
Pickett Preserve [i]	Capstone Terrace - Previously listed on CMP	1-09929-272-3I (Module Returned by Dep on 12/20/12)	The previously identified 192 edus are transferred to Pickett Preserve	0	0	0	0	250	0	0	0	0	0	0	0	0
Pickett Preserve	Additional EDUs Needed	-	Proposed	427	0	427	427	250	106,750	0	0	0	427	0	0	0
Miscellaneous Residential Development Remaining EDUS [c] [1]	60 Total Edus Approved	-	41	19	41	41	250	10,250	-	-	41	-	0	0	0	0
Dogwood Dr (Harmony Lane Sub.) [e]	1-09929-273-3I	Proposed	14	0	14	23	250	5,750	0	0	14	-	0	0	0	0
1145 & 1155 Oak Road [f]	1-09929-304-x	Approved by Township	2	0	2	2	250	500	0	0	2	-	0	0	0	0
1875 Quarry Road (Tax Parcel 20-003-036) [g]	-	Under Review	1	0	1	1	250	250	0	0	1	-	0	0	0	0
Kaplan - 2 Lots (1561 Dolington Rd) [h]	-	Approved by Township	2	0	2	2	250	500	0	0	2	-	0	0	0	0
Miscellaneous Non-Residential Development Remaining EDUS [c]	70 Total Edus Approved	-	64	6	64	64	250	16,000	-	-	64	-	0	0	0	0
Shady Brook Farm - Restrooms [d]	-	Proposed	1	0	1	1	250	250	-	-	1	-	0	0	0	0
Lower Bucks Pediatrics/Ocatagon Center (aka Matrix Office)	1-09929-267-X	Proposed	5	0	5	5	250	1,250	-	-	5	-	0	0	0	0
TOTAL						1,068		267,000	37	59	241	859	0	0	0	0

Notes:
 [a] This project was reduced from 375,000 SF hospital with two 40,000 SF buildings to only a 180,000 SF health care village, but an updated EDU projection or connection rate was not provided. Therefore, the Projection Schedule has not been updated from the previous version of this table.
 [b] Added per Township Engineer's letter dated 3/15/16.
 [c] - June 5, 2017, Letter from Carroll Engineering approving 60 miscellaneous residential edus and 70 miscellaneous non-residential edus to only be utilized for small project, 10 edus or less.
 [d] Added per Township Engineer's letter dated 1/2/18 - one miscellaneous non-residential EDU from the Year 2016 column is to be used for this project.
 [e] - June 15, 2017, 9 edus were utilized from misc residential edus for Dogwood Drive 1-09929-273-3I to service the 5 existing properties
 [f] - 1145 & 1155 Oak Road - Pickering Corts & Summerson request for 2 residential edus on 2/13/2019
 [g] - 1875 Quarry Road - Pickering Corts & Summerson request for 1 residential edus on 8/29/19
 [h] - Kaplan 2 lots were request to be put on the CMP by the Township on 6/21/17
 [i] - Capstone Terrace was previously identified on the CMP for 192 edus 1-09929-272-3I . Now being combined with an over all project called Pickett Preserve
 [j] - Grey nun Retirement Community edus increased from 114 to 200 edus on 9/17/19 due to new developer's input
 [k] - Added per Township Engineer's letter dated 7/10/2020 - five (5) miscellaneous non-residential EDU from the Year 2016 column is to be used for this project.



1501 Main Street
 Suite 220
 Warrington, PA 18976
 T: 215-345-4591
 F: 215-345-7853

www.pennoni.com

July 9, 2020

NHMA590000

Thomas A. Zeuner, Executive Director
 Northampton, Bucks County, Municipal Authority
 815 Bustleton Pike
 Richboro, PA 18954

**RE: Neshaminy Interceptor Connection Management Plan (NICMP)
 Northampton Township CMP Update
 STAR Center (AKA Achieve, AKA Sloan School)**

Dear Mr. Zeuner:

We have reviewed the memorandum/email received from Samantha Fenstermaker of Terraform Engineering LLC. on July 6, 2020 requesting the proposed STAR Center to be updated on the NICMP.

This letter is to request the update of the STAR Center project flows of 635 gpd to the NICMP. This project is already on the NICMP as Achieve (TPN 31-15-139-2). For the purposes for sewage facilities planning, this allocation for the new flow from the STAR Center should be included on the NICMP.

Please find below our recommendations for the Northampton NICMP update.

If Northampton Township is in agreement with our suggested edits, this letter should be submitted to John Butler, Chief Operating Officer, BCWSA and Steven M. Hartman, P.E. of Carroll Engineering Corporation.

Projects Requested to be Added/Updated on the NICMP for Northampton				
	Project Name	Total Number of EDU's expected	Year the Connection is expected	Comments
1	Achieve (TPN 31-15-139-2) (also known as STAR Center)	3	2020	3 additional EDU's (635 gpd)

If we may be of further assistance in this matter, please do not hesitate to contact us.

Sincerely,

PENNONI ASSOCIATES INC.



Christopher S. Walker, PE
Authority Engineer

Enclosures

Y:\Projects\NHMA\NHMA590000-Chapter 94 Reports\DOCUMENTS\REPORTS\2020 REPORT\CMP update request letter 7 9 2020

Steven Hartman

From: Christopher S. Walker <CWalker@Pennoni.com>
Sent: Thursday, July 9, 2020 10:42 AM
To: Steven Hartman
Cc: Zeuner, Tom; Mike Solomon
Subject: RE: Northampton CMP UPDATE REQUEST LTR 7 9 2020.pdf

Steve,

On the behalf of Northampton Township and NBCMA, this email is to confirm that the 3 EDU's for the CRSD STAR Center will utilize EDU's from the Northampton Misc. Growth category (Year 2016).

Please feel free to contact me if any questions.

Thank you for your help with this matter.

Chris

Christopher S. Walker, PE

Municipal Division Manager

Pennoni

1501 Main Street, Suite 220 | Warrington, PA 18976
Direct: +1 (215) 589-6003 | **Mobile:** +1 (267) 784-5135
www.pennoni.com | CWalker@Pennoni.com

From: Steven Hartman <shartman@carrollengineering.com>
Sent: Thursday, July 9, 2020 8:54 AM
To: Christopher S. Walker <CWalker@Pennoni.com>
Subject: RE: Northampton CMP UPDATE REQUEST LTR 7 9 2020.pdf

Hello Chris,

Could you indicate which column you would like these 3 EDU's added? It appears Northampton has Misc. Growth category with 27 and 30 EDUs in the Year 2016 and 2017 columns. Would you want to utilize 3 of those EDUs for this? The benefit to that is those columns have already been released. Thanks.

Steven M. Hartman, P.E.
Carroll Engineering Corporation
949 Easton Road
Warrington, PA 18976
Phone - (215) 343-5700 Ext. 269
Fax - (215) 343-7947
shartman@carrollengineering.com

From: Christopher S. Walker <CWalker@Pennoni.com>
Sent: Thursday, July 9, 2020 7:36 AM
To: Zeuner, Tom <TZeuner@nbcma-pa.org>; 'rpellegrino@nhtwp.org' <rpellegrino@nhtwp.org>; Mike Solomon

<msolomon@nhtwp.org>; John Butler (b.john@bcwsa.net) <b.john@bcwsa.net>; John Swenson <JSWENSON@carrollengineering.com>; Steven Hartman <shartman@carrollengineering.com>
Cc: Terry DeGroot <tdegroot@terraformengineering.com>; Samantha Fenstermaker <sfenstermaker@TerraformEngineering.com>; Jeffrey Greenwood ext 103 <JGreenwood@nbcma-pa.org>
Subject: Northampton CMP UPDATE REQUEST LTR 7 9 2020.pdf

Good morning all!

We received a memorandum/email from Samantha Fenstermaker of Terraform Engineering LLC. on July 6, 2020 requesting the proposed STAR Center to be updated on the NICMP.

The attached letter is to request the update of the STAR Center project flows of 635 gpd to the NICMP. This project is already on the NICMP as "Achieve (TPN 31-15-139-2)".

The parcel is already a Northampton, Bucks County, Municipal Authority (NBCMA) water customer and sewer customer. NBCMA records indicate the CRSD has acquired 46.67 EDU's of capacity for the parcel (sewer connection permit dated 5/19/86). Calculations submitted by the applicant's engineer project that water and sewer use for the property (Richboro Middle School and the proposed STAR Center facility) is well below the allocation for the parcel. In accordance with NBCMA's Rates, Rules, and Regulations, recalculation will be performed annually.

If you have any questions please feel free to contact us,

Thank you,
Chris

Christopher S. Walker, PE
Municipal Division Manager

Pennoni
1501 Main Street, Suite 220 | Warrington, PA 18976
Direct: +1 (215) 589-6003 | **Mobile:** +1 (267) 784-5135
www.pennoni.com | CWalker@Pennoni.com



PARTNERS FOR WHAT'S POSSIBLE



[DelDOT Public Outreach](#)

Steven Hartman

From: Patrick J. Ennis <PJEnnis@middletownbucks.org>
Sent: Thursday, June 11, 2020 12:47 PM
To: Steven Hartman
Subject: NICMP

Steve,

We have a property in Middletown with a failing septic system. The address is 472 Lawrence Circle, Parcel # 22-009-137. Can we allocate 1 EDU to this property so they may start the connection process in the near future.

Thanks,

Patrick J. Ennis, PE, CFM

Director of Building and Zoning



Middletown Township
3 Municipal Way
Langhorne, PA 19047

215-750-3800 ext. 1115 www.middletownbucks.org

From: Steven Hartman <shartman@carrollengineering.com>
Sent: Thursday, June 11, 2020 8:35 AM
To: Patrick J. Ennis <PJEnnis@middletownbucks.org>
Subject: Call

Hi Pat,

Got your message from yesterday and tried calling you just now. I will try you again later today or you can call me, I'm available any time except between 9:45 and 11 this AM. Thanks.

Steven M. Hartman, P.E.
Carroll Engineering Corporation
949 Easton Road
Warrington, PA 18976
Phone - (215) 343-5700 Ext. 269
Fax - (215) 343-7947
shartman@carrollengineering.com

Steven Hartman

From: Patrick J. Ennis <PJEnnis@middletownbucks.org>
Sent: Thursday, July 23, 2020 12:04 PM
To: John Swenson
Cc: Steven Hartman
Subject: Middletown Township NICMP July 2020 Update

NOTE: This email originated outside of our organization. Be cautious with links or attachments that you were not expecting.

John,

The following Additions to the NICMP are requested:

1. 472 Lawrence Circle - TMP22-009-137 an existing home that wishes to tie-in to sewer so we request 1 EDU be added.
2. 1050 Avenue – TMP 22-019-024 is a proposed new home so we request 1 EDU be added.
3. 1688 Ravine – TMP 22-012-001,22-008-152,22-012-002 existing house will be demolished and new house proposed. If there is not an EDU dedicated to this property we request 1 EDU be added.

If you have any questions or require additional information please call or email.

Patrick J. Ennis, PE, CFM

Director of Building and Zoning



Middletown Township
7 Municipal Way
Lansdale, PA 19040

215-750-3800 ext. 1115 www.middletownbucks.org

Steven Hartman

From: Patrick J. Ennis <PJEnnis@middletownbucks.org>
Sent: Friday, July 24, 2020 2:50 PM
To: Steven Hartman
Subject: RE: Middletown Township NICMP July 2020 Update

NOTE: This email originated outside of our organization. Be cautious with links or attachments that you were not expecting.

Steve,

The home has been abandoned for at least 5-10 years on Ravine but there is a sewer line running alongside the property so I think it is safe to say it is connected.

A new plan came in today for Elmwood Ave.

Elmwood Ave - TMP22-008-074 is a proposed new home so we request 1 EDU be added.

Thanks,

Patrick J. Ennis, PE, CFM

Director of Building and Zoning



Middletown Township
3 Municipal Bldg
Lazysport, PA 19041

215-750-3800 ext. 1115 www.middletownbucks.org

From: Steven Hartman <shartman@carrollengineering.com>
Sent: Thursday, July 23, 2020 4:38 PM
To: Patrick J. Ennis <PJEnnis@middletownbucks.org>
Cc: John Swenson <JSWENSON@carrollengineering.com>
Subject: RE: Middletown Township NICMP July 2020 Update

Hello Pat,

We will include these in the next NICMP update. One question. For 1688 Ravine, if there is already an existing house on the lot, and they are only demolishing that house and building a new house that will not create any additional flow, I would think that does not need to appear on the NICMP. However since this person owns all 3 lots at this location, if they were proposing to subdivide and construct a 2nd house, that would need to show on the CMP. Thanks.

Steven M. Hartman, P.E.
Carroll Engineering Corporation
949 Easton Road
Warrington, PA 18976
Phone - (215) 343-5700 Ext. 269
Fax - (215) 343-7947
shartman@carrollengineering.com

Steven Hartman

From: Patrick J. Ennis <PJEnnis@middletownbucks.org>
Sent: Tuesday, July 28, 2020 3:57 PM
To: Steven Hartman
Subject: RE: NICMP Update

NOTE: This email originated outside of our organization. Be cautious with links or attachments that you were not expecting.

Steve,

We have not heard about this project yet. I request it be added. Do you know if it is a proposed house or are they just abandoning a septic?

Patrick J. Ennis, PE, CFM

Director of Building and Zoning



Middleton Township
3 Municipal Bldg
Lansdale, PA 19040

215-750-3800 ext. 1115 www.middletownbucks.org

From: Steven Hartman <shartman@carrollengineering.com>
Sent: Tuesday, July 28, 2020 2:53 PM
To: Patrick J. Ennis <PJEnnis@middletownbucks.org>
Subject: NICMP Update

Hi Pat,

We need to get another NICMP update out to DEP this week, and I have included the 4 projects you requested over the past month or two.

One question: BCWSA told me they received a request from 956 W. Richardson Ave. in Middletown (TMP 22-017-006) last week, for a new sewer connection. That project does not appear on the current NICMP table.

Are you aware of this project, and if yes, would you like me to add it to the CMP update this time around? Thanks.

Steven M. Hartman, P.E.
Carroll Engineering Corporation
949 Easton Road
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Connection Management Plan																	
Updated on 7-29-20																	
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station																	
Development Name	PLANNING STATUS		CONNECTION STATUS					NICMP APPROVED EDU'S				EXTENDED EDU SCHEDULE					
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	2018-2020	2021	2022	2023	2024
GRAND TOTAL FROM ALL MUNICIPALITIES						6,101		1,524,771	1,408	1,389	2,051	1,859	670	330	260	272	252

Totals of Extended EDU Schedules (2018 to 2024) above do not yet account for all municipalities.

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Bensalem Township																	
Crespo S/D	1-09004-231-E	Approved	13	0	13	13	250	3,250	6	7	0	0					
Wellington Estates		Complete	8	8	0	0	250	0	8	0	0	0					
DeLuca Residential (Wellington Estates)		Complete	29	29	0	0	250	0	7	7	6	0					
APBJ Properties		Complete	7	7	0	0	250	0	3	4	0	0					
Jackson Village	1-09004-278-E	Approved	12	0	12	8	250	2,000	0	0	4	4					
Holland Enterprises S/D (Saddle Brook)	1-09004-279-E	Complete	116	116	0	0	250	0	35	27	27	0					
Liberty Plaza	1-09004-285-E	Approved	10	0	10	6	250	1,500	0	0	3	3					
Guarnaccia S/D	1-09004-250-E	Approved	9	0	9	6	250	1,500	0	2	2	2					
Capital Solutions		Approved	8	0	8	8	250	2,000	0	8	0	0					
Tremont Village		Approved	128	0	128	85	250	21,250	0	0	42	43					
Costa (formerly DiEdgido)		Complete	15	15	0	0	250	0	5	5	5	0					
Liberty Heritage Homes		Under Construction	13	8	5	0	250	0	0	0	4	4					
Byberry Woods (SD Real Estate)		Approved	39	0	39	39	250	9,750	0	12	12	15					
Gyatri Motel		Proposed	40	0	40	40	250	10,000	0	0	20	20					
Neoteric		Approved	5	0	5	5	250	1,250	0	0	5	0					
Livengrin [b]		Complete	15	11	0	0	250	0	0	0	11	0					
Parx Casino [a]	1-09004-313-3J	Proposed	712	229	483	245	250	61,250	0	0	237	237					
Pei Wei (aka Panda)		Complete	4	4	0	0	250	0	0	0	4	0					
Horizon Lot No. 2		Proposed	11	0	11	11	250	2,750	11	0	0	0					
High Tides Café	1-09004-329-3J	Complete	12	12	0	0	250	0	12	0	0	0					
4492 Bensalem Blvd.	1-09004-336-X	Complete	1	1	0	0	250	0	1	0	0	0					
Snyder Subdivision (Cypress Ave)	1-09004-335-3J	Under Construction	2	1	1	1	250	250	2	0	0	0					
Sarappo (4028 Bristol Pike)		Proposed	2	0	2	2	250	500	2	0	0	0					
Snyder Property (4351 Pine Street)	1-09004-328-X	Proposed	1	0	1	1	250	250	0	1	0	0					
Digirolamo (3981 Grace Ave.)	1-09004-323-3J	Complete	1	1	0	0	250	0	0	1	0	0					
Lesnevec (Hulmeville and Galloway)	1-09004-320-E	Complete	7	7	0	0	250	0	0	7	0	0					
Snyder (4800 Cypress Ave.)	1-09004-321-E	Proposed	1	0	1	1	250	250	0	1	0	0					
Woelk (2498 Annia Lane)	1-09004-311-X	Proposed	1	0	1	1	250	250	0	1	0	0					
Robert Tisone (4337 Chestnut Ave)	1-09004-310-E	Proposed	1	0	1	1	250	250	0	1	0	0					
Snyder (Boston Ave, TPN 2-5-321-1)		Complete	1	1	0	0	250	0	1	0	0	0					
Nerosa (6378 Lewisville Ave, TPN 2-56-136-3)		Complete	1	1	0	0	250	0	1	0	0	0					
Matthews (3414 Oakford Ave, TPN 2-4-294, lot 2)		Complete	1	1	0	0	250	0	1	0	0	0					
Woelk (4450 Bensalem Blvd, TPN 2-73-70-1)		Proposed	1	0	1	1	250	250	1	0	0	0					
Marketplace at Neshaminy (TPN 2-1-38 & 2-1-37-1)		Under Construction	30	0	30	30	250	7,500	5.4	0	24.6	0					
Re-routing of Pump Station B-11 Force Main		Complete	200	200	0	0	250	0	0	200	0	0					
Tofu Processing Facility (via Pump Station B-11)		Complete	111	111	0	0	250	0	0	111	0	0					
Marriott Hotel (TPN 02-1-18-17, Horizon Blvd)		Proposed	51.2	0	51.2	51.2	250	12,800	0	0	51.2	0					
Faith Unity Mosque (TPN 2-1-55 & 2-33-111)		Proposed	1.51	0	1.51	1.51	250	378	0	0	1.51	0					
Byberry Road Twin Dwellings (TPN 2-74-110)		Proposed	16	0	16	16	250	4,000	0	16	0	16					
2670 Galloway Road (TPN 02-33-7)		Under Construction	30	11	19	19	250	4,750	0	0	30	0					
Miscellaneous EDU's		Potential	10	0	10	0	250	0	0	0	0	0					
Holy Ghost Prep - 2556 Bristol Pike		Proposed	3.155	0	3.155	3.155	250	788.75	0	0	3.155	0					
746 Ashton Road (TPN 2-78-101)		Complete	1	1	0	0	250	0	0	0	1	0					
Chick-Fil-A Restaurant (1525 Street Rd)		Proposed	4	0	4	4	250	1,000	0	0	4	0					
Veterans Apts 3063/3095 Mech'ville Rd (TPN 2-37-63 & -63-1)		Under Construction	69	0	69	69	250	17,250	0	0	0	69					
Corner of Richlieu & Galloway Roads (TPN 2-46-1)		Proposed	6	0	6	6	250	1,370	0	0	0	6					
Wawa at Neshaminy Mall		Proposed	6	0	6	6	250	1,500	0	0	0	6					
3750 State Road (TPN 2-79-9-4, -5, -6, -10 & 2-80-28)		Proposed	13	10	13	13	250	3,275	0	0	0	13					
3674 Grandview Ave (TPN 2-19-51)		Complete	1	1	0	0	250	0	0	0	0	1					
1070 Totem Road (TPN 2-76-91)		Proposed	1	0	1	1	250	250	0	0	0	0	1	0	0	0	0
Costa Subdivision, 4946 Neshaminy Blvd. (TPN 2-19-197)		Proposed	3	0	3	3	250	750	0	0	0	0	3	0	0	0	0
6327 Garrett Ave (TPN 2-33-21)		Proposed	1	0	1	1	250	250	0	0	0	0	1	0	0	0	0
4651 Neshaminy Blvd (TPN 2-19-95)		Proposed	1	0	1	1	250	250	0	0	0	0	1	0	0	0	0
6350 Bensalem Blvd (TPN 2-93-288-1)	[a]	Proposed	1	0	1	1	250	250	0	0	0	0	1	0	0	0	0
TOTAL						700		174,861	101	395	497	466	7	0	0	0	0

[a] Per the Twp Engineer's letter dated 7-27-20, one (1) EDU is being added to the Year 2018-2020 column for a new single family dwelling.

We are awaiting the Twp's additional projections for Year 2018-2024.

= This project has either been partially or fully connected.

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Hulmeville Borough																	
Vile Property		Proposed	1	0	1	1	250	250	1	0	0	0					
Wheeler Property		Proposed	2	0	2	2	250	500	0	2	0	0					
Loretti Property		Proposed	2	0	2	2	250	500	0	0	0	2					
Historic Bldg. Rehab (at Hulme and Water Sts)		Anticipated	0	0	0 [a]	0	250	0	0	0	0	0					
Feriod Property (on Ford Ave.)		Proposed	1	0	1	1	250	250	0	0	1	0					
Kiss Electric		Proposed	1	0	1	1	250	250	0	0	1	0					
Black Property (Trenton Road)		Proposed	50	0	50	50	250	12,500	0	0	50	0					
Langhorne Wood Products Property (Trenton Road)		Proposed	35	0	35	35	250	8,750	0	0	0	35					
TOTAL						92		23,000	1	2	52	37	0	0	0	0	0

[a] Anticipated that any new flow would be offset by mitigation actions and/or existing EDU credits.

We are awaiting the Boro's additional projections for Year 2018-2024.

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Langhorne Borough																	
Miscellaneous Connections		Future	12	0	12	12	250	3,000	3	3	3	3	3	2	2	2	2

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Langhorne Manor Borough																	
Miscellaneous Connections		Future	n/a	n/a	n/a	1	250	250	0	0	0	1	4	2	2	2	2
E&H Properties Construction (TPN 19-7-27-1)		Complete	1	1	0	0	250	0	1	0	0	0					
McGrath (TPN 19-4-7-1)		Complete	1	1	0	0	250	0	0	1	0	0					
Hershire Homes, Rivera Project (TPN 19-4-89-3)		Proposed	2	0	2	2	250	500	0	0	1	1					
Otto Grupp Property (108 W. Gillam Ave.)		Proposed	1	0	1	1	250	250	0	0	0	1					
306 W Prospect Ave (TPN 19-4-49-2)		Proposed	1	0	1	1	250	250	0	0	0	1					
TOTAL						5		1,250	1	1	1	4	4	2	2	2	2

= This project has either been partially or fully connected.

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Lower Makefield Township																	
Regency at Yardley - Singles	1-09929-267-X	Under Construction	191	185	34	34	250	8,500	30	30	35	35					
Regency at Yardley - Carriages (frm. Townhomes)	1-09929-267-X	Under Construction	186	106	80	75	250	18,750	0	0	30	45					
Matrix Lower Makefield Residential (aka Matrix Condo's)	1-09929-267-X	Under Construction	62	5	57	57	250	14,250	0	0	62	0					
Lower Bucks Pediatrics/Octagon Center (aka Matrix - Office) [a]	1-09929-267-X	Under Construction	11	2	9	9	250	2,250	0	3	6	0					
Brookshire Section I	1-09929-247-3IJ	Complete	21	21	0	0	250	0	1	0	0	0					
Brookshire Section II	1-09929-247-3IJ	Complete	8	8	0	0	250	0	5	3	0	0					
Troilo Tract	1-09929-262-E	Complete	5	5	0	0	250	0	1	0	0	0					
Minehart Subdivision	1-09929-255-3IJ	Under Construction	7	5	2	2	250	500	0	4	2	0					
Fiorelli Grove	1-09929-268-E	Approved	3	0	3	3	250	750	0	3	0	0					
Aria Hospital		Proposed	223	0	223	223	250	55,750	0	0	0	223					
Pickett Preserve (formerly Capstone Terrace)		Proposed	427	0	427	427	250	106,750	0	0	0	427					
Reserve at Yardley (aka Freeman's Farm)	1-09929-278-E	Under Construction	15	14	1	1	250	250	0	0	5	10					
Moon Nursery		Under Construction	15	7	8	15	250	3,750	0	15	0	0					
Dogwood Drive (aka Harmony Lane Sub.)	1-09929-273-3J	Proposed	14	0	14	14	250	3,500	0	0	14	0					
Grey Nun Retirement Community		Proposed	200	0	200	200	250	50,000	0	0	0	200					
Grace Point Church (aka 1st Baptist Church)	1-09929-282-3J	Approved	1	0	1	1	250	250	0	1	0	0					
Pennwood Middle School Renovations		Approved	1	0	1	1	250	250	0	0	1	0					
Miscellaneous Residential Development		--	60	0	60	46	250	11,500	0	0	46	0					
Miscellaneous Non-Residential Development		--	70	0	70	64	250	16,000	0	0	64	0					
Shady Brook Farm - Restroom		Proposed	1	0	1	1	250	250	0	0	1	0					
1145 & 1155 Oak Road (TPN 20-34-132-1 & -2)		Approved	2	0	2	2	250	500	0	0	2	0					
1875 Quarry Road (TPN 20-3-36)		Proposed	1	0	1	1	250	250	0	0	1	0					
Kaplan Tract (1561 Dolington Road)		Approved	2	0	2	2	250	500	0	0	2	0					
Penridge Pediatrics		Under Construction	5	3	2	2	250	500	0	0	0	5					
TOTAL							1,180	295,000	37	59	271	945					

[a] Per the Township Engineer's letter dated 7/10/20, this project is also known as the "Matrix - Office" project, which was already on the CMP for 6 EDU's, 2 of which had connected. The Matrix - Office project had been mistakenly labeled as "Complete" since no more building occurred after the initial phase of that project. The completion of this site requires a total of 9 proposed EDU's. The CMP already had three in the Year 2015 Column and one in the Year 2016 column. Five additional are requested from the Year 2016 Misc. Non-Resid. column.

= This project has either been partially or fully connected.

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Newtown Township																	
Delancy Court	1-09935-156-E-rev	Under Construction	122	78	44	44	250	11,000	35	25	0	0					
Villas	1-09935-160-E	Under Construction	177	173	4	4	250	1,000	22	28	0	0					
Brabazon / 14 Eldridge		Approved	2	0	2	2	250	500	0	2	0	0					
Smolcynski/ 135 Swamp	1-09935-158-E	Completed	1	1	0	0	250	0	1	0	0	0					
Johnson Kendall Johnson	1-09935-169-E	Approved	1	0	1	1	250	250	0	0	1	0					
Twining (Sullivan)/ 178 Durham	1-09935-152-E	Completed	1	1	0	0	250	0	1	0	0	0					
Univest Bank		Completed	10	1	0	0	250	0	2	8	0	0					
Walsh/ 385 Stoopville	1-09935-185-3J	Pending	1	0	1	1	250	250	1	0	0	0					
Beneficial Bank	1-09935-179-X	Completed	10	1	0	0	250	0	2	8	0	0					
Lithos 10 Friends Ln.	1-09935-174-E	Pending	11	0	11	11	250	2,750	0	11	0	0					
Platt/ 761 Newtown Yardley	1-09935-189-3J	Pending	56	0	56	56	250	14,000	56	0	0	0					
Melsky Tract/ Stoopville		Completed	45	45	0	0	250	0	15	30	0	0					
Silver Lake Exec Campus		Pending	45	0	45	45	250	11,250	0	45	0	0					
Cricklewood (CAU)		Proposed	45	0	45	45	250	11,250	0	0	45	0					
Brookshire Estates	1-09935-155-3J	Pending	1	0	1	1	250	250	1	0	0	0					
Deluca/ 192 Durham		Completed	1	1	0	0	250	0	1	0	0	0					
Luis Flores/ 595 Linton Hill		Pending	2	0	2	2	250	500	2	0	0	0					
Promenade	1-09935-184-3J	Proposed	35	0	35	35	250	8,750	18	17	0	0					
Margiotti & Kroll (fmr. DeLorenzo Tomato Pie)	1-09935-186-X	Under Construction	10	3	7	7	250	1,750	0	10	0	0					
Qdoba Restaurant/ 250 S Eagle		Proposed	10	0	10	10	250	2,500	10	0	0	0					
Wong/ 94 Richboro Rd		Completed	10	1	0	0	250	0	10	0	0	0					
Stonhaven Homes/ 162 Durham		Proposed	1	0	1	1	250	250	1	0	0	0					
Pickering Manor		Under Construction	35	0	35	35	250	8,750	10	10	15	0					
Chandler Hall/ 99 Barclay St	1-09935-188-3J	Proposed	7	0	7	7	250	1,750	0	7	0	0					
IHM		Proposed	125	0	125	125	250	31,250	0	75	50	0					
Wynmere Hunt/ Buck Rd		Proposed	75	0	75	75	250	18,750	0	35	40	0					
Stockland Inc/ 4-6 Sycamore		Proposed	10	0	10	10	250	2,500	0	10	0	0					
BCC College/ Swamp Rd		Proposed	26	0	26	26	250	6,500	0	26	0	0					
Optimal Sports/ 826 Newtown-Yardley Rd	1-09935-190-3J	Completed	6	6	0	0	250	0	6	0	0	0					
Meglio's - 15 Swamp Rd. (formerly Ryzner (Dilks)		Under Construction	12	6	6	6	250	1,500	12	0	0	0					
Newtown Racq/ Pheasant Rd		Proposed	25	0	25	25	250	6,250	0	25	0	0					
C. Rock/Middle School	1-09935-180-X	Proposed	10	0	10	10	250	2,500	0	0	5	5					
Mill Race Office Campus (1051 Lindenhurst Rd)	1-09935-134-X	Proposed	5	0	5	5	250	1,250	5	0	0	0					
Business Commons		Potential	105	0	105	8	250	2,000	8	0	0	0					
Newtown Shopping Center		Potential	105	0	105	7	250	1,750	7	0	0	0					
Village @ Newtown E&W		Potential	105	0	105	7	250	1,750	7	0	0	0					
Village @ Newtown South		Potential	105	0	105	7	250	1,750	7	0	0	0					
Corners @ Newtown		Potential	140	0	140	7	250	1,750	7	0	0	0					
Newtown Depot		Potential	105	0	105	7	250	1,750	7	0	0	0					
Newtown Plaza		Potential	105	0	105	7	250	1,750	7	0	0	0					
Misc. Non-Residential		Potential	438	0	438	140	250	35,000	0	35	105	0					
Misc. Residential		Potential	351	0	351	53	250	13,250	0	3	50	0					
Phila. Archdiocese (291 Durham Rd, TPN 29-3-20)		Completed	1	1	0	0	250	0	1	0	0	0					
Brixmor at Village @ Newtown SC		Under Construction	165	95	70	70	250	17,500	0	95	70	0					
Villas at Newtown (TPN 29-10-76)		Proposed	6	6	0	6	250	1,500	0	6	0	0					
Laughlin Property (TPN 29-007-001 & -002)		Completed	9	9	0	0	250	0	0	9	0	0					
Fresenius Dialysis (105 Terry Drive)		Proposed	16	0	16	16	250	4,000	0	16	0	0					
Acqua e Farina		Proposed	1	0	1	1	250	250	0	1	0	0					
114 Hidden Valley Lane		Proposed	1	0	1	1	250	250	0	1	0	0					
124 Stoopville Road		Proposed	1	0	1	1	250	250	0	1	0	0					
27 Blacksmith Road		Proposed	7	0	7	7	250	1,750	0	7	0	0					
Melsky Property (TPN 29-7-3-1)	1-09935-227-X	Proposed	1	0	1	1	250	250	0	1	0	0					
101 Friends Lane (Brillman Rental Barn)		Proposed	6	0	6	6	250	1,500	0	6	0	0					
Kownurko/Rambo (TPN 29-3-40-2&4)		Proposed	6	0	6	6	250	1,500	0	6	0	0					
Flores Subdivision		Proposed	1	0	1	1	250	250	0	1	0	0					
Newtown Brewing Company (103 Penns Trail Road)		Proposed	3	0	3	3	250	750	0	3	0	0					
3 Penn's Trail Road (Medical Office)		Proposed	2	0	2	2	250	500	0	2	0	0					
Lovebird Newtown (247 N Sycamore Street)		Proposed	1	0	1	1	250	250	0	1	0	0					
Micir Accessory Structure (101 Wrights Road)		Proposed	1	0	1	1	250	250	0	1	0	0					
1051 Lindenhurst Road		Proposed	2	0	2	2	250	500	0	2	0	0					
TOTAL						957		239,250	262	569	381	5					

 = This project has either been partially or fully connected.

Connection Management Plan																	
Updated on 7-29-20																	
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station																	
Development Name	PLANNING STATUS		CONNECTION STATUS						NICMP APPROVED EDU'S				EXTENDED EDU SCHEDULE				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	2018-2020	2021	2022	2023	2024
Lower Southampton Township																	
Clabbers		Proposed	3	0	3	3	250	750	0	3	0	0					
Dorothy Dessalet (Woodside Ave & Spring Ave)		Proposed	3	0	3	3	250	750	0	3	0	0					
Tulip Lane		Approved	1	0	1	1	250	250	1	0	0	0					
Eastern Dawn Mobile Home Park Expansion		Proposed	52	0	52	52	250	13,000	0	0	52	0					
New Tawanka Elementary School		Proposed	24.72	0	24.72	24.72	250	6,180	0	24.72	0	0					
Misc. Growth		Potential	5/year	0	5/year	10	250	2,500	0	0	5	5					
Tulip Lane (TPN 21-34-98)	1-09006-168-X	Proposed	1	0	1	1	250	250	0	1	0	0					
Citadel Bank (TPN 21-29-1, -2, -3, -4)		Proposed	3	0	3	3	250	750	0	3	0	0					
Hanson, 2828 Creek Rd (TPN 21-34-202-1)		Proposed	1	0	1	1	250	250	0	1	0	0					
Car Wash at Old Street&Brownsville Rds (TPN 21-29-1,2,3,4)		Proposed	24	0	24	24	250	6,000	0	0	24	0					
TOTAL						122.72		30,680	1	36	81	5					

Connection Management Plan																					
Updated on 7-29-20																					
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station																					
Development Name	DEP Code No.	Construction Status per Municipality	PLANNING STATUS					CONNECTION STATUS					NICMP APPROVED EDU'S				EXTENDED EDU SCHEDULE				
			EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	2018-2020	2021	2022	2023	2024				
Northampton Township																					
	Keith Boyd Subdivision	Exemption Granted	Under Construction	4	3	1	3	250	750	3	0	0	0								
	Spaeth Subdivision	1-09937-401-3J	Under Construction	3	1	2	2	250	500	2	0	0	0								
	Sewer District 3 - Residential, Phase I (Harvest Ac)	EHB 2008-184L	Approved	41	21	20	8	250	2,000	2	2	2	2	12							
	Sewer District 3 - Residential, Phase II (Traymore Manor, Grenoble Manor Area)	EHB 2008-184L	Approved	254	119	135	48	250	12,000	12	12	12	12	36	12	12	12	12			
	Sewer District 3 - Non-Residential	EHB 2008-184L	Approved	254	138	116	125	250	31,250	125	0	0	0								
	Juliette's Garden (TPN 31-10-58)	1-09937-402-3J	Completed	6	6	0	0	250	0	6	0	0	0								
	Holland Estates	Exemption Granted	Under Construction	7	3	4	5	250	1,250	5	0	0	0								
	Schultz Subdivision	Exemption Granted	Under Construction	3	1	2	3	250	750	3	0	0	0								
	Leehurst Development (Toll Bros) (TPN 31-5-25)	1-09937-390-3J	Completed	40	40	0	0	250	0	40	0	0	0								
	Norton Subdivision (2 lots)	1-09937-384-2	Completed	1	1	0	0	250	0	1	0	0	0								
	Sewer District 3 - Non-Residential (Future Growth)	EHB 2008-184L	Proposed	54	2	52	40	250	10,000	10	10	10	10	12							
	Davis Property	1-09937-408-3J, -409-3J	Under Construction	65	15	50	55	250	13,750	55	0	0	0								
	Sewer District 3 - 65 Richard Road	1-09937-393-X	Proposed	2	0	2	2	250	500	2	0	0	0								
	295 Buck Road	1-09937-392-X	Approved	3	1	2	2	250	500	2	0	0	0								
	216 Bustleton Pike		Proposed	1	0	1	1	250	250	1	0	0	0								
	Keith Boyd Minor Subdivision - Sunset Dr		Completed	1	1	0	0	250	0	1	0	0	0								
	Proposed Development (31.893 acres)		Proposed	10	0	10	10	250	2,500	10	0	0	0								
	Proposed Development (12 acres)		Proposed	10	0	10	10	250	2,500	10	0	0	0								
	Proposed Development (47.38 acres)		Proposed	10	0	10	10	250	2,500	10	0	0	0								
	Proposed Development (6.7 acres)		Proposed	5	0	5	5	250	1,250	5	0	0	0								
	Council Rock School District		Proposed	75	0	75	75	250	18,750	75	0	0	0								
	Miscellaneous Growth per NBCMA's 2011 Chap 94		Proposed	Unknown	4	Unknown	54	250	13,500	0	0	24	30	90	30	30	30	30			
	340 Rocksville Road	1-09937-394-X	Completed	1	1	0	0	250	0	1	0	0	0								
	10 Cameron Drive		Completed	1	1	0	0	250	0	1	0	0	0								
	Bustleton Pike - Snyder	1-09937-397-X	Completed	1	1	0	0	250	0	1	0	0	0								
	Rocksville Road (JM Contracting)		Completed	1	1	0	0	250	0	1	0	0	0								
	Chapel Woods Assoc. (582 Beverly Rd)		Proposed	1	0	1	1	250	250	1	0	0	0								
	656 East Holland Rd (Waverly)	1-09937-218-3	Approved	15	0	15	15	250	3,750	15	0	0	0								
	Kampus Klothes		Completed	1	1	0	0	250	0	1	0	0	0								
	295 Buck Road (Unit 4)		Completed	5	7	0	0	250	0	4	0	0	0								
	Crossroads Plaza (TPN 31-15-23-4)		Proposed	5	0	5	5	250	1,250	0	0	1	2	2	0	0	0	0			
	Municipal Expansion		Proposed	4	0	4	4	250	1,000	0	0	4	0								
	Richboro Plaza (TPN 31-5-103)		Proposed	5	0	5	5	250	1,250	0	0	1	2	2	0	0	0	0			
	Wawa - Richboro		Completed	2	2	0	0	250	0	0	0	2	0								
	777 Hatboro Road (TPN 31-5-82-1)		Proposed	1	0	1	1	250	250	0	1	0	0								
	Industrial Redevelopment (TPN 31-1-4)		Proposed	36	0	36	36	250	9,000	0	0	36	0								
	Wright Property (TPN 31-26-25-1)		Proposed	40	0	40	40	250	10,000	0	0	20	20								
	Sibley Property (TPN 31-1-7-2)		Proposed	2	0	2	2	250	500	0	0	2	0								
	Catalano/Pinnacle aka Russell Prop (TPN 31-10-75)		Proposed	8	0	8	8	250	2,000	0	0	8	0								
	Jake's Eatery (TPN 31-15-145)		Completed	4	4	0	0	250	0	0	4	0	0								
	875 Buck Road (TPN 31-54-1)		Completed	1	1	0	0	250	0	0	1	0	0								
	1671 Bridgetown Pike (TPN 31-39-7-1)		Proposed	1	0	1	1	250	250	0	1	0	0								
	Holland Middle School Expansion (TPN 31-35-5)	1-09937-413-3J	Completed	63.5 *	63.5	0	0	250	0	0	0	63.5	0								
	Misc. Change in Use		Potential	150	0	150	30	250	7,500	0	10	10	10	30	10	10	10	10			
	Russell Tract (TPN 31-5-45)	1-09937-410-3J	Under Construction	5	2	3	3	250	750	4	1	0	0								
	McKenna - 793 Hatboro Road (TPN 31-5-82)	1-09937-408-3J	Approval Pending	2	0	2	2	250	500	0	2	0	0								
	Deluca Subdivision at 500 New Road (TPN 31-5-40)	1-09937-412-3J	Completed	1	1	0	0	250	0	0	1	0	0								
	Montague Subdivision (TPN 31-15-20)		Approval Pending	1	0	1	1	250	250	0	1	0	0								
	Civic Center Restroom	1-09937-419-X	Completed	1	1	0	0	250	0	1	0	0	0								
	Glasgow Road (TPN 31-13-3 & -8)	1-09937-415-X & -416-X	Completed	3	2	0	0	250	0	3	0	0	0								
	Northampton Twp Police Station (111 Township Rd)	1-09937-418-3J	Under Construction	3	1	2	2	250	500	3	0	0	0								
	444 St. Leonards Rd LLC (TPN 31-23-45)	1-09937-417-3J	Completed	9	9	0	0	250	0	8	0	0	0								
	Stoney Ford Rd (TPN 31-35-48-2)		Under Construction	1	0	1	1	250	250	0	1	0	0								
	48 E Holland Rd S/D (TPN 31-15-153 & 154)		Approval Pending	4	0	4	4	250	1,000	1	3	0	0								
	67 E. Holland Rd (TPN 31-47-169)		Potential	1	0	1	1	250	250	0	1	0	0								
	1607 Hatboro Road (TPN 31-12-13)		Potential	1	0	1	1	250	250	0	1	0	0								
	107 Mill Race Drive		Potential	1	0	1	1	250	250	0	0	1	0								
	Chapel Drive (TPN 31-43-73)		Potential	1	0	1	1	250	250	0	0	1	0								
	Twining Road (TPN 31-85-2)		Potential	1	0	1	1	250	250	0	0	1	0								
	1215 Hatboro Road (TPN 31-10-54)		Potential	1	0	1	1	250	250	0	0	1	0								
	STAR Center, aka Achieve (TPN 31-15-139-2)		Proposed	3	0	3	3	250	635	0	0	3	0								
	CRSD Athletic Stadium (TPN 31-23-42 & -42-6)	[a]	Potential	TBD	0	TBD	0	250	0												
	Twining Ford Road (TPN 31-44-193)		Potential	1	0	1	1	250	250	0	0	1	0								
	183 Buck Road/Mill Race Inn (TPN 31-26-59-2)		Potential	30	0	30	0	250	0	0	0	0	0	30							
	67 Almshouse Road (TPN 31-9-25)		Potential	10	0	10	0	250	0	0	0	0	0	10							
	1699 Chinquapin Rd (TPN 31-26-8)		Potential	1	0	1	1	250	250	0	0	1	0								
	171 Stoney Ford Road (TPN 31-35-48-3)		Potential	1	0	1	1	250	250	0	0	1	0								
	Office Redevelopment (TPN 31-18-18, 19, 20, & 21)		Potential	20	0	20	0	250	0	0	0	0	0		20						
	Office Building - Richboro (TPN 31-15-143 & 145)		Potential	106	0	106	106	250	26,500	0	0	0	0	106	0	0	0	0			
	Institutional Redevelopment (TPN 31-15-139-2)		Potential	5	0	5	0	250	0	0	0	0	0		5						
	Russell Gardens (TPN 31-5-39)		Potential	12	0	12	0	250	0	0	0	0	0	12							
	Residential Development		Potential	10	0	10	0	250	0	0	0	0	0	10							
	1235 Buck Road (TPN 31-35-7-6)		Potential	60	0	60	0	250	0	0	0	0	0	60							
	862 Second Street Pike (TPN 31-18-6)		Potential	1	0	1	0	250	0	0	0	0	0	1							
	840 Second Street Pike (TPN 31-18-4)		Potential	4	0	4	0	250	0	0	0	0	0	4							
	Commerce Drive Non-Residential (TPN 31-1-1-3)		Potential	6	0	6	0	250	0	0	0	0	0	6							
	877 Bustleton Pike (TPN 31-15-143 & 145)		Potential	106	0	106	0	250	0	0	0	0	0	106							
	785 Newtown-Richboro Rd (TPN 31-23-9)		Potential	4	0	4	0	250	0	0	0	0	0	TBD							
	73 Twining Road (TPN 31-10-79)		Proposed	1	0	1	1	250	250	0	0	1	0								
	My Salon Suite, Crossroads Plaza (TPN 31-15-23-4)		Proposed	3	1	2	2	250	500	0	0	0	0	2	0	0	0	0			
TOTAL							740		184,885	425	52	207	88	531	77	52	52	52			


* The total EDU's (63.5) include existing sewer flows. Informed that no additional EDU's were needed for the expansion.

[a] Per NBCMA Engineer's letter and email, both dated 7/9/20, three (3) EDU's are being requested for this project, to be taken from the Year 2016 Miscellaneous Growth category. (This project was previously on the CMP as "to be determined")

■ = This project has either been partially or fully connected.

Connection Management Plan																	
Updated on 7-29-20																	
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station																	
Development Name	DEP Code No.	Construction Status per Municipality	CONNECTION STATUS					NICMP APPROVED EDU'S				EXTENDED EDU SCHEDULE					
			EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	2018-2020	2021	2022	2023	2024
Middletown Township																	
Durham Ridge	1-09003-297-31J	Completed	20	20	0	0	250	0	2	2	0	0					
Hovnanian (Matrix Townhouses)	1-09003-355-E	Under Construction	160	146	14	14	250	3,500	20	40	40	40					
SMMC (aka St Mary's Medical Center)		Completed	1	1	0	0	250	0	1	0	0	0					
Saint Mary Health and Awareness		Proposed	78	0	78	78	250	19,500	0	0	39	39					
Pereira/PECO Tract	1-09003-342-E	Proposed	20	0	20	20	250	5,000	0	10	10	0					
George School	1-09003-365-X	Completed	2	2	0	0	250	0	2	0	0	0					
Matrix Orchards (formerly Glen Willow Prop)	1-09003-323-3J	Proposed	116	0	116	87	250	21,750	0	29	29	29					
Woods Services Campus Addition	1-09003-366-X	Completed	5	5	0	0	250	0	5	0	0	0					
K&S Greenday		Completed	1	1	0	0	250	0	0	1	0	0					
Community Baptist Church	1-09003-338-3J	Approved	6	0	6	6	250	1,500	0	0	3	3					
Walmart & Sam's Club		Proposed	26	0	26	26	250	6,500	0	0	8	8	0	10	8	0	0
Herling Homes (Willow Ave)		Completed	1	1	0	0	250	0	1	0	0	0					
Clampffler Subdivision (per 2005 Approval)		Completed	1	1	0	0	250	0	1	0	0	0					
Matrix Apartments - Big Oak Road		Proposed	150	0	150	150	250	37,500	0	50	50	50					
Stone Farm		Proposed	150	0	125	50	250	12,500	0	0	25	25					
Country Builders (Adams Ave)		Completed	2	2	0	0	250	0	2	0	0	0					
Country Builders (Cedar Ave)		Completed	1	1	0	0	250	0	1	0	0	0					
McGrath-Arbutus Ave		Completed	2	2	0	0	250	0	2	0	0	0					
Woods Services Cedarwood Addition		Completed	1	1	0	0	250	0	1	0	0	0					
Bridgetown Mill House (only 5 EDUs proposed)		Proposed	40	0	40	40	250	10,000	0	0	40	0					
Oxford Valley Mall - Restaurant Additions		Proposed	45	0	45	25	250	6,250	0	0	0	25					
Shoppes at Flowers Mill		Proposed	20	0	20	20	250	5,000	0	20	0	0					
Stellato Property (Sumac St.)	1-09003-368-X	Completed	1	1	0	0	250	0	1	0	0	0					
570 Rosewood Ave Subdivision (TPN 22-12-592)		Approved	1	0	1	1	250	250	0	0	1	0					
Glenside Ave Property, Lot 5&6 (TPN 22-36-114)		Approved	1	0	1	1	250	250	0	0	1	0					
130 Middletown Blvd./Restaurant (TPN 22-57-20-6)		Proposed	34	0	34	34	250	8,500	0	0	34	0					
Stone Haven S/D (2651 Langhorne Yardley Rd)		Completed	10	10	0	0	250	0	0	0	12	0					
468 Hulmeville Rd (TPN 22-17-52-1&2)		Proposed	2	0	2	2	250	500	0	2	0	0					
468 Hulmeville Rd (TPN 22-17-51-1)		Proposed	1	0	1	1	250	500	0	1	1	0					
629 Hulmeville Rd (TPN 22-17-77)	1-09003-372-3J	Proposed	2	0	2	2	250	500	0	2	0	0					
1597 Fulling Mill Road (TPN 22-5-13)		Under Construction	3	2	1	3	250	750	0	2	1	0					
962 Old Lincoln Hwy (TPN 22-13-205)		Proposed	1	0	1	1	250	250	0	1	0	0					
Barner Subdiv. - 364 Cedar Ave (TPN 22-13-164-21)		Proposed	1	0	1	1	250	250	0	1	0	0					
1006 W. Lincoln Highway (TPN 22-19-56-17)		Completed	1	0	0	0	250	0	0	0	1	0					
139 Elmwood (TPN 22-8-150)		Completed	1	1	0	0	250	0	0	0	1	0					
Huberfeld/N. Woodbourne Rd (TPN 22-31-13)		Completed	1	1	0	0	250	0	0	0	1	0					
Today Inc. (TPN 22-31-15)		Proposed	12	0	12	3	250	750	0	0	3	0					
1755 Fulling Mill Road (TPN 22-5-15-1)		Completed	2	1	0	0	250	0	0	0	2	0					
1420 Super Highway (TPN 22-16-18)		Potential	11	1	10	10	250	2,500	None projected before Year 2018				0	10	0	0	0
729 Highland Ave. (TPN 22-20-41-57 & 58)		Proposed	3	0	3	2	250	500	0	0	0	2					
Chipotle Mexican Grill (2339 Lincoln Hwy)		Proposed	7	0	5	7	250	1,750	0	7	0	0					
226 Rosemary Ave. (TPN 22-13-156-1)		Proposed	1	0	1	1	250	250	0	0	1	0					
Ash Ave. (TPN 22-9-119-5)		Proposed	1	0	1	1	250	250	0	0	1	0					
Eastern Warehouse Dist., 1050 Wheeler Way (TPN 22-21-66-2)		Completed	1.12	1.12	0	0	250	0	0	0	1.12	0					
Eastern Warehouse Distributors, 355 South Flowers Mill Road		Proposed	5	0	5	5	250	1,250	0	0	5	0					
376 Penncrest Drive (TPN 22-25-20)		Completed	1	1	0	0	250	0	0	0	1	0					
1021 W. Maple Ave. (TPN 22-23-190)		Proposed	2	0	2	2	250	500	0	0	2	0					
131 N. Hawthorne Ave (TPN 22-13-88)		Proposed	1	0	1	1	250	250	0	0	1	0					
452 Bellevue Ave (existing gas station)		Proposed	1	0	1	1	250	250	0	0	1	0					
570 Rosewood Ave (subdivision)		Proposed	1	0	1	1	250	250	0	0	1	0					
Marketplace at Oxford Valley		Under Construction	25	5	20	20	250	5,000	0	0	5	0	0	0	0	20	0
Miscellaneous EDU's		Potential	10	0	10	3	250	750	0	0	0	3					
Lincoln Plaza Restaurants (4 total) - TPN 22-57-46		Under Construction	15	15	0	0	250	0	0	0	15						
Toohy Subdivision (729 Highland Ave)	1-09003-317-E	Proposed	4	1	3	3	250	750	0	0	0	3					
100 Vine St (TPN 22-45-112-2)		Completed	1	1	0	0	250	0	0	0	0	1					
625 Ford Ave (TPN 22-39-11)		Completed	1	1	0	0	250	0	0	0	0	1					
Sesame Place New Ride (oil/water separator)		Proposed	1	0	1	1	250	250	0	0	0	1					
1538 Super Highway (TPN 22-16-16-1)	1-09003-398-X	Proposed	1	0	1	1	250	250	0	0	0	1					
800 Walnut Ave./Spring Valley Farm (TPN 22-36-1)		Completed	1	1	0	0	250	0	0	0	0	1					
Fairview Ave (TPN 22-16-150)		Completed	1	1	0	0	250	0	0	0	0	1					
Parker Street (TPN 22-19-68)		Completed	1	1	0	0	250	0	0	0	0	1					
1708 Janney Terrace (TPN 22-74-2)		Completed	1	1	0	0	250	0	0	0	0	1					
1222 W. Lincoln Highway (TPN 22-19-56-1)		Proposed	3	0	3	3	250	750	0	0	0	3					
Pickering Bend (TPN 22-32-89)		Under Construction	1	0	1	1	250	250	0	0	0	1					
Moon Drive (TPN 22-31-91-2)		Completed	1	1	0	0	250	0	0	0	0	1					
Woodbourne Road (TPN 22-31-91-1)		Completed	1	1	0	0	250	0	0	0	0	1					
236 S. Hazel Avenue (TPN 22-13-120)		Completed	1	1	0	0	250	0	0	0	0	1					
Precision Eng'd Parts (1095 Wood Lane)		Proposed	1	0	1	1	250	250	0	0	0	1					
989 Highland Ave - Lot 2		Proposed	1	0	1	1	250	250	0	0	0	1					
Car Wash (2345 E. Lincoln Hwy)		Under Construction	10	0	10	10	250	2,500	0	0	0	10					
519 Hulmeville Road (TPN 22-17-73&74)		Proposed	1	0	1	1	250	250	0	0	0	1					
1022 Old Lincoln Hwy (TPN 22-13-203&204)		Proposed	2	0	2	2	250	500	0	0	0	2					
654 Shaw Ave (TPN 22-33-32)		Completed	1	1	0	0	250	0	0	0	0	1					
Pennswood Village Apts (22-4-4-1&2)		Proposed	25	0	25	25	250	6,250	0	0	0	0	25	0	0	0	0
Hulmeville Road (TPN 22-17-156&-157)		Proposed	1	0	1	1	250	250	0	0	0	1					
Hulme Ave (TPN 22-44-34-3)		Proposed	1	0	1	1	250	250	0	0	0	1					
366 Penncrest Ave (TPN 22-25-19)		Completed	1	1	0	0	250	0	0	0	0	1					
Hilton Hotel (TPN 22-40-26-8)		Proposed	33	0	33	33	250	8,250	0	0	0	0	33	0	0	0	0
1115 W. Gilliam Ave (TPN 22-13-97)		Approved	1	0	1	1	250	250	0	0	0	0	1	0	0	0	0
Wilson Ave (TPN 22-39-12)		Approved	2	0	2	2	250	500	0	0	0	0	2	0	0	0	0
320 Middle Ave (TPN 22-40-40, -41)		Proposed	1	0	1	1	250	250	0	0	0	0	1	0	0	0	0
156 S Woodbine Rd (TPN 22-13-17-2)		Under Construction	1	0	1	1	250	250	0	0	0	1					
315 Middle Ave (TPN 22-44-43)		Proposed	1	0	1	1	250	250	0	0	0	0	1	0	0	0	0
Oxford Valley Mall - Redevelopment																	

Connection Management Plan																	
Updated on 7-29-20																	
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station																	
Development Name	PLANNING STATUS		CONNECTION STATUS						NICMP APPROVED EDU'S				EXTENDED EDU SCHEDULE				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	2018-2020	2021	2022	2023	2024
Pennel Borough																	
Schoolhouse Court	1-09938-014-3J	Under Construction	12	2	10	10	250	2,500	12	0	0	0					
Apt Rental Office (Village at Mill Creek)		Completed	1	1	0	0	250	0	0	0	1	0					
Fairview Ave Subdivision	1-09938-018-E	Completed	2	2	0	0	250	0	0	0	1	0					
Robbins Ave Apartments		Approved	12	0	12	12	250	3,000	12	0	0	0					
WAWA/CVS		Proposed	11	0	11	11	250	2,750	0	11	0	0					
200 W. Lincoln Highway		Proposed	4	0	4	4	250	1,000	0	0	4	0					
Miscellaneous Residential Development		--	42	0	42	42	250	10,500	0	0	42	0					
Miscellaneous Non-Residential Development		--	48	0	48	48	250	12,000	0	0	48	0					
TOTAL						127		31,750	24	11	96	0					

 = This project has either been partially or fully connected.

Connection Management Plan																	
Updated on 7-29-20																	
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station																	
Development Name	PLANNING STATUS		CONNECTION STATUS						NICMP APPROVED EDU'S				EXTENDED EDU SCHEDULE				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	2018-2020	2021	2022	2023	2024
Falls Township																	
Viking Assoc. Townhouses	1-09002-224-3J	Complete	40	40	0	0	250	0	40	0	0	0					
166-168 Lincoln Highway		Proposed	50	0	50	35	250	8,750	0	10	10	15					
640 Lincoln Highway		Proposed	8	0	8	8	250	2,000	0	8	0	0					
550 W. Trenton Avenue		Proposed	12.4	0	12.4	12.4	250	3,100	0	0	12.4	0					
212 Lincoln Highway		Complete	1	1	0	0	250	0	0	1	0	0					
482 West Trenton Avenue		Proposed	1	0	1	1	250	250	0	0	1	0					
115 Lincoln Highway/Car Wash (TPN 13-4-555,608,609,612,616&617)		Proposed	2	0	2	2	250	500	0	0	2	0					
38 E. Cabot Blvd.		Proposed	19	3	19	19	250	4,750	0	0	19	0					
440 Lincoln Hwy (day care)		Complete	2	2	0	0	250	0	0	0	2	0					
139 Trenton Road (day care)		Under Review	5	0	5	5	250	1,250	0	0	5	0					
188 Lincoln Highway		Proposed	2	0	2	2	250	500	0	0	2	0					
312 N. Oxford Valley Road		Proposed	5	0	5	5	250	1,250	0	0	5	0					
Miscellaneous Residential Redevelopment	--	--	30	0	30	30	250	7,500	0	0	20	0	6	1	1	1	1
Miscellaneous Non-Residential Redevelopment	--	--	30	0	30	23	250	5,750	0	0	23	0					
AAA Car Care Center (TPN 13-3-35-1 & 22-57-11-1)		Complete	6	5	0	0	250	0	0	0	6	0					
300 W. Trenton Ave. (TPN 13-35-27)		Complete	1	1	0	0	250	0	0	0	1	0					
South Olds Boulevard (miscellaneous)		Potential	160	0	160	160	250	40,000					32	32	32	32	32
Lincoln Highway (miscellaneous)		Potential	60	0	60	60	250	15,000					12	12	12	12	12
Trenton Road (miscellaneous)		Potential	45	0	45	45	250	11,250					9	9	9	9	9
Population Increase		Potential	85	0	85	85	250	21,250					17	17	17	17	17
TOTAL						492.4		123,100	40	19	108.4	15	76	71	71	71	71

= This project has either been partially or fully connected.

Connection Management Plan																	
Updated on 7-29-20																	
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station																	
Development Name	PLANNING STATUS		CONNECTION STATUS						NICMP APPROVED EDU'S				EXTENDED EDU SCHEDULE				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	2018-2020	2021	2022	2023	2024
Bristol Township																	
Med-Flex Facility (Frost & Ford Rds)		Proposed	11	0	11	11	250	2,600	85	0	0	0					
2917 Veteran's Hwy (Tire City)		Complete	2	2	0	0	250	0	2	0	0	0					
McDonalds (Ford Rd & Veteran's Hwy)	1-09001-243-3J	Complete	9	9	0	0	250	0	9	0	0	0					
3113 Veteran's Hwy		Approved	75	0	75	75	250	18,750	75	0	0	0					
3011 Veteran's Hwy		Approved	83	0	83	83	250	20,750	83	0	0	0					
1111 Veteran's Hwy		Proposed	7	0	7	7	250	1,750	0	7	0	0					
1159 Veteran's Hwy (Dunkin Donuts)		Proposed	4	0	4	4	250	1,000	0	4	0	0					
2520 & 2526 Durham Rd (AAMCO)		Proposed	10	0	10	10	250	2,500	0	10	0	0					
Community College Pad Site (for bank)		Proposed	3	0	3	3	250	750	0	3	0	0					
Ford Rd and Veteran's Hwy (former Getty Station)		Proposed	9	0	9	9	250	2,250	0	9	0	0					
Deon Square (518 S. Oxford Valley Rd)		Complete	5	5	0	0	250	0	0	5	0	0					
2405 New Falls Road		Complete	1	1	0	0	250	0	0	1	0	0					
Avenue B (TPN 5-16-62)	1-09001-265-X	Waived	1	0	1	1	250	250	0	0	1	0					
TOTAL						203		50,600	254	39	1	0					

= This project has either been partially or fully connected.

Connection Management Plan																	
Updated on 7-29-20																	
Neshaminy Interceptor Service Area Tributary to Totem Road Pump Station																	
Development Name	PLANNING STATUS		CONNECTION STATUS						NICMP APPROVED EDU'S				EXTENDED EDU SCHEDULE				
	DEP Code No.	Construction Status per Municipality	EDU's Planned or Approved	EDU's Connected To Date	EDU's Needed	EDU's Projected	GPD/EDU (used to calc Projected Flow)	Projected Avg. Flow (GPD)	2014	2015	2016	2017	2018-2020	2021	2022	2023	2024
Newtown Borough																	
Steepleview		Pending	170	38	132	132	250	33,000	200	0	0	0					
Stockland Trust		Pending	50	0	20	20	250	5,000	0	20	0	0					
Miscellaneous		Pending	25	0	25	76	250	19,000	9	15	32	20					
111 S. State Street		Proposed	1	0	1	1	250	250	1	0	0	0					
130 S. State Street		Proposed	6	0	6	6	250	1,500	6	0	0	0					
156 N. Lincoln Ave.		Proposed	2	0	2	2	250	500	2	0	0	0					
247 Lincoln Ave.		Proposed	1	0	1	1	250	250	1	0	0	0					
549 Lafayette St (DeLuca)		Proposed	1	0	1	1	250	250	1	0	0	0					
TOTAL						239		59,750	220	35	32	20					

= This project has either been partially or fully connected (per 2016 Chapter 94, Phase 1 connected 20 EDU's, 2 were existing)

APPENDIX G – YARDLEY BOROUGH INTERMUNICIPAL AGREEMENT

SEWAGE TRANSPORTATION AGREEMENT
AMONG THE MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP
OF LOWER MAKEFIELD, LOWER MAKEFIELD TOWNSHIP AND
YARDLEY BOROUGH SEWER AUTHORITY

THIS AGREEMENT, made this 20th day of November, 2015,
by and among the MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER
MAKEFIELD and LOWER MAKEFIELD TOWNSHIP (hereinafter referred to
collectively as "LMT"), and the YARDLEY BOROUGH SEWER AUTHORITY
(hereinafter "YBSA"), all of Bucks County, Pennsylvania.

W I T N E S S E T H:

WHEREAS, LMT and YBSA are parties to an Agreement dated March
11, 1964, entitled "Lower Makefield-Yardley Sewage Transportation
Agreement" and Memorandum of Understanding Relative thereto dated
March 14, 1977 (hereinafter collectively the "1964 Agreement");
and

WHEREAS, LMT and YBSA and the Municipal Authority of the
Borough of Morrisville (hereinafter "MA") are parties to an
Agreement dated September 1, 1977 and a first and second Amendment
thereto dated October 8, 1991 and June 24, 1993 (hereinafter the
"Treatment Agreement") relative to the treatment of sanitary
sewage originating in Yardley Borough and Lower Makefield Township
and transported to the MA Treatment Plant for treatment and
processing; and

WHEREAS, LMT and YBSA have constructed and connected to certain jointly used sewage collection facilities as set forth in the 1964 Agreement and the Treatment Agreement; and

WHEREAS, certain controversies have arisen concerning the interpretation of the 1964 Agreement, as amended, and the parties have deemed it to be in their respective best interests to terminate that agreement and to enter into a new agreement relative to the parties' rights, responsibilities and obligations with respect to the use and maintenance of the jointly used sewage collection facilities situate in Yardley Borough and Lower Makefield Township as hereinafter defined.

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

Section I: Definitions

"Authority" or "Authorities" shall mean the Lower Makefield Sewer Authority and/or the Yardley Borough Sewer Authority.

"Average Capacity Allocation" shall mean the average daily flow capacity assigned to each party as set forth on Exhibit "B" attached hereto and incorporated herein by reference.

"Capacity Allocation" shall mean the flow capacity assigned to each party as set forth on Exhibit "B" attached hereto and incorporated herein by reference.

"**Capital Expenses**" shall mean the total of all expenditures incurred by LMT or YBSA to acquire, improve, or upgrade the Jointly Used Facilities situate within their respective municipal boundaries as is necessary to extend the useful life of the Jointly Used Facilities.

"**Collection Facilities**" shall mean existing wastewater collection and conveyance facilities, together with other appurtenances and any additions, modifications, and/or improvements thereto, which are owned and operated by LMT and/or YBSA and which are utilized for collection and conveyance of wastewater originating from Lower Makefield Township and/or Yardley Borough.

"**Consulting Engineer**" shall mean an engineer or engineering firm or professional engineer registered in Pennsylvania having a favorable repute for skill and experience in the construction and operation of sewage facilities and appointed by either party hereto.

"**Costs of Construction**" shall mean all expenses which are properly chargeable to capital under sound accounting practice or which are incidental to the financing and construction of additions and improvements to the Collection Facilities, including without limiting the generality of the foregoing:

- (a) Amounts payable to contractors and costs incident to the award of contracts.

- (b) Costs of labor, facilities and services furnished to an Authority by others, materials and supplies purchased by an Authority or others, and permits and licenses obtained by or on behalf of an Authority.
- (c) Engineering, legal, accounting and other professional and advisory fees incurred in Capital Projects.
- (d) Premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same.
- (e) Interest during construction.
- (f) Administrative expenses of an Authority directly attributable to construction.
- (g) Printing, engraving, and other expenses of financing.
- (h) Costs, fees and expenses in connection with the acquisition of real property or rights therein.
- (i) Cost of equipment necessary to the completion and proper operation of the Collection System.
- (j) Amounts required to repay temporary (bond anticipation) loans made to finance the costs of any improvements to the Collection System.

"Daily Flow" shall mean the sewage flowing through a metering location during a 24 hour period beginning at midnight. Monthly, quarterly and annual average daily flows shall be the sum of the Daily Flows during the respective period divided by the number of days in that period. Monthly, quarterly and annual flows shall be the sum of the Daily Flows during the respective period.

"Discharge Point" shall mean a location at which the sanitary sewer collection system of one Authority connects to the collection system of the other Authority or to the collection system of the Morrisville Authority.

"Jointly Used Facilities" shall mean those Collection Facilities located in Morrisville Borough, Yardley Borough and Lower Makefield Township jointly used to convey sewage from Yardley Borough and Lower Makefield Township through each municipality for treatment at the Morrisville Authority Treatment Plant as described on Exhibit "A" attached hereto and incorporated herein by reference.

"LMT" shall mean the Municipal Sewer Authority of the Township of Lower Makefield and Lower Makefield Township, collectively.

"Morrisville Authority" shall mean the Municipal Sewer Authority of the Borough of Morrisville.

"Municipality" shall mean Yardley Borough or Lower Makefield Township.

"Operation and Maintenance Expenses" shall mean the total of all of the following items, each such item being determined for the calendar year or portion thereof under consideration, of all the reasonable expenses and costs incurred by LMT or YBSA for the administration, operation, maintenance and routine repair of the Jointly Used Facilities situate within their respective municipal boundaries or under their control, as necessary for rendering sewage transmission services to both Authorities hereunder. Operating and maintenance expenses shall include, under sound engineering and accounting practices, the following:

- (a) actual or assigned salaries and wages of administrative, operation or maintenance personnel of the Authority engaged in operating and maintaining the Jointly Used Facilities together with the social security and unemployment taxes, workmen's compensation, insurance premiums, health and accident insurance premiums and pension benefits, or any other similar benefits or costs applicable thereto, and in the case of shared employees, prorating such items in accordance with such employee's time spent on matters pertaining to

the treatment or disposal of Sewage by the applicable Authority;

(b) power, chemicals, fuel, materials, supplies, equipment and tools used or employed for the operation and maintenance of the Jointly Used Facilities;

(c) costs of routine maintenance and repairs (including in kind replacements), costs of any minor work done under any contract with respect to the Jointly Used Facilities, costs of monitoring, inspection of Jointly Used Facilities and routine maintenance work not performed by Authority employees;

"Prohibited Wastes" shall mean any waste prohibited by the Morrisville Treatment Agreement, as amended or supplemented from time to time, or applicable law.

"Sewage," "Wastewater," "Sanitary Sewage," and "Sanitary Waste" shall mean the normal, water-carried household and toilet wastes from an improved residential property or the restroom facilities of any commercial or industrial property.

"YBSA" shall mean the Yardley Borough Sewer Authority.

Section II. Jointly Used Facilities.

It is acknowledged and confirmed that LMT and YBSA have constructed the Jointly Used Facilities, in accordance with the

1964 Agreement, and as described on Exhibit "A" attached hereto and incorporated herein by reference.

Section III. Limitations on Connection and Use of Jointly Used Facilities.

1. Subject to the limitations set forth herein, LMT hereby ratifies and confirms unto YBSA the perpetual right to connect to and continue the connection and use of the Jointly Used Facilities situate in Lower Makefield Township or extending to the Morrisville Authority Treatment Plant.

2. Subject to the limitations set forth herein, YBSA hereby ratifies and confirms unto LMT the perpetual right to connect to and continue the connection and use of the Jointly Used Facilities situate in Yardley Borough.

3. All points of connection made by YBSA to the Jointly Used Facilities shall be made and maintained at the sole cost and expense of YBSA. All points of connection made by LMT to the Jointly Used Facilities shall be made and maintained at the sole cost of LMT.

4. The parties' rights to permit connections to and use the Jointly Used Facilities shall be subject to the limitations on permitted Capacity Allocations set forth on Exhibit "B" attached hereto and incorporated herein by reference.

5. No payments made pursuant to any provision of this Agreement by YBSA to LMT shall entitle it to any ownership or

interest in collection facilities or jointly used facilities in Lower Makefield Township. No payments made pursuant to any provisions of this Agreement by LMT to YBSA shall entitle it to any ownership or interest in collection facilities and jointly used facilities located in YBSA's system.

Section IV. Measuring Flows/Excess Flows.

1. The parties acknowledge that there are or will be pursuant to this agreement, Discharge Points which are metered at the following locations:

- a. Main Street (metered) (Discharge Point Number 1)
- b. River Road (metered) (Discharge Point Number 2)
- c. Buck Creek (metered) (Discharge Point Number 3)
- d. Sandy Run Road (metered) (Discharge Point Number 4)
- e. Yardley Crossing (metered) (Discharge Point Number 5)
- f. Ferry Road (metered) (Discharge Point Number 6)

These Discharge Points are set forth and numbered on the plan attached hereto and incorporated herein as Exhibit "A"; five (5) of the meters are located at Discharge Points between the LMT and YBSA sanitary sewer collection systems, and one (1) is between the LMT and MA systems. In each case, the meters measure sewage flows from the former collection system to the latter. The meters, meter pits and meter chambers shall be maintained by LMT at its

cost, except that as a Jointly Used Facility the cost of maintenance of the Ferry Road Metering Chamber shall be shared by YBSA and LMT. YBSA shall have the right to inspect the meter pits and facilities at all reasonable times upon request. The parties agree that the meters will be maintained in a satisfactory state of repair at all times in order to insure that an accurate record of flow is maintained. The parties agree that the meters will be calibrated as reasonably necessary to maintain the accuracy of the meters, but no less than every six months, by a person or firm capable of certifying the meter calibration in question. A copy of the certified calibration report shall be provided to both parties. LMT shall provide meter flow reports to YBSA no less frequently than on a monthly basis. Such flow reports shall be provided in an electronic spreadsheet format such as Excel or equivalent electronic program, within one (1) year of the date of this Agreement.

2. Each party shall have the right, at any reasonable time, upon written request, to require the other party to have any meters or other measuring devices installed hereunder by such other party inspected for accuracy by the manufacturer thereof or other competent person and to report the findings of such inspection to the party requesting the same. If, upon such inspection, any such device is determined to be registering accurately, the cost of such inspection shall be borne by the party requesting the same,

but if such device is determined not to be registering accurately, the cost of such inspection and the cost of the repair or replacement of such device shall be borne by the other party.

3. Average daily flow at each of the Discharge Points shall be calculated based on meter data attributed to each discharge point.

4. The parties acknowledge that a flow meter is located at the Yardley Pump Station, the purpose of which is to measure the flow discharged by that pump station to the Canal Interceptor. This meter shall be maintained by YBSA, although as a part of a Jointly Used Facility the cost of maintenance shall be shared by YBSA and LMT. LMT shall have the right to inspect the Yardley Pump Station meter at all reasonable times upon request. The parties agree that the meter will be maintained in a satisfactory state of repair at all times in order to insure that an accurate record of flow is maintained. The parties agree that the meter will be calibrated as reasonably necessary to maintain the accuracy of the meter, but no less than every six months, by a qualified third party. A copy of the certified calibration report shall be provided to both parties. YBSA shall provide meter flow reports to LMT no less frequently than on a monthly basis.

5. If any meter shall be out of service for any reason whatsoever for one week or less, those days without service shall be excluded from all Average Daily Flow calculations associated

with that location. If any meter is out of service for greater than one week, the affected month(s) shall not be considered in any Average Daily Flow calculations and instead the Average Monthly Flow for identical month(s) in the preceding three (3) years shall be used.

6. For the purpose of determining excess flow, the parties' Capacity Allocations are as set forth on Exhibit "B" attached hereto and incorporated herein by reference.

7. In the event that either party shall exceed its annual maximum Capacity Allocation in a single calendar year, the responsible party shall be obligated to provide to the other party an engineering study/corrective plan. Should either party exceed its annual maximum Capacity Allocation for three consecutive calendar years, a moratorium on new connections shall be imposed pending correction.

In the event either party shall exceed its 3-month maximum Capacity Allocation within a single calendar year, the responsible party shall provide to the other party an engineering study/corrective plan. Should either party exceed its 3-month maximum Capacity Allocation in three consecutive calendar years, a moratorium on all new connections shall be imposed pending corrective action.

Should either party exceed its daily maximum Capacity Allocation on six occasions in any calendar year, the responsible

party shall provide the other party an engineering study/corrective plan. After three consecutive years in which six or more such events occur, the responsible party shall provide the other party with a revised engineering study/corrective plan.

The above requirements shall not apply to excessive flows resulting from a federally named storm for up to four days maximum in any calendar year.

Section V. Penalties, Charges and Damages.

1. The parties agree that regardless of any remedies available hereunder or actions taken in accordance with Section IV, in the event that either party exceeds its Capacity Allocation, that party will:

- A. Pay the other party for any related maintenance and/or capital costs caused to the Jointly Used Facilities as a result of the offending party's exceeding its Capacity Allocation;
- B. Indemnify and hold harmless the other party from any fines, charges, costs or penalties imposed on that party as a result of the offending party exceeding its Capacity Allocation, including any engineering or counsel fees incurred by the party in defending actions brought against that party resulting from the offending party's exceeding its Capacity Allocation

Section VI. Characteristics of Sewage.

The parties agree that all sewage delivered to the Jointly Used Facilities shall contain no Prohibited Waste. LMT shall be responsible for, and shall pay the full cost of, any damage to the YBSA facilities resulting from the discharge of Prohibited Waste therein which originates in Lower Makefield Township. YBSA shall be responsible for, and shall pay the full cost of, any damage to the LMT facilities resulting from the discharge of Prohibited Waste therein which originates in Yardley Borough.

Section VII. Capital Improvements.

1. General. On or before August 1 of each year, each party shall supply to the other a capital improvement report specifying capital improvements to the Jointly Used Facilities within its system that it recommends installing or completing for the following year. Such report shall include a detailed engineering report setting forth the reasons for the capital improvement. Each party, within forty five (45) days from receipt of the capital improvement report, shall approve or reject all or a portion of the capital improvement report by written notice to the other party. The parties, however, shall not unreasonably withhold their approval of the report. Each party shall be responsible for the payment of its share of the actual costs of construction incurred in completing the capital improvements in proportion to each

party's Average Capacity Allocation for the affected Jointly Used Facility as defined in Exhibit "B." In the event either party shall fail to provide written notice of its approval or rejection of the other's capital improvement report within the aforesaid 45 day time period, such party shall be deemed to have accepted the capital improvement report and shall be responsible for the payment of its proportionate share as defined herein. Capital plans shall be developed and shared on an annual basis as to items not included in five year plans. Five year plans shall also be shared on an annual basis.

2. Proposed Capital Improvements. As a result of a self-imposed moratorium on future capacity and to address future capacity requirements, the parties have agreed that upon execution of this Agreement they will proceed with certain specific proposed capital improvements to joint facilities, identified as follows:

A. Yardley Borough Sewer Authority will provide plans and specifications for, and cause to be constructed, a replacement for the Brock Creek Line ("Brock Creek Replacement") in accordance with the cost estimate and description of project attached as Exhibit "C".

B. Yardley Borough Sewer Authority will provide plans and specifications for, and cause to be constructed, the Buck Creek Bypass Sewer ("Buck Creek

Bypass") in accordance with cost estimate and description of project attached as Exhibit "D":

C. Yardley Borough Sewer Authority will provide plans and specifications for, and cause to be constructed, the Longshore Bypass Sewer ("Longshore Bypass") in accordance with cost estimate and description of project attached as Exhibit "E".

Each party shall be responsible for the payment of its share of the actual costs of construction incurred in completing the above specific capital improvements in proportion to each party's average capacity allocation for the affected Jointly Used Facility as defined in Exhibit "B".

Any costs proposed in excess of the attached estimates must be approved by each party and shall be subject to the same apportionment as defined in Exhibit "B".

3. In the event the party undertaking a capital project involving a Jointly Used Facility, resulting from an emergency or based on the receipt of grant funding, directly or indirectly obtains financing for the entire project, then the other party will have the option of paying its proportionate share of the project costs periodically pursuant to the debt service schedule required for such financing, in direct proportion to such party's proportionate share of the project costs as determined herein. Each payment shall be due no later than 30 days prior to each

payment date for debt service on the financing. In addition, to the extent the direct costs of obtaining such financing are not included in the principal amount of the financing obtained, then the contributing party shall also be responsible for a proportionate share of such costs when due. Each party agrees to give the other party written notice that it has obtained or will be obtaining financing for a project and the terms of such financing. Within 60 days of receipt of such notice, the contributing party agrees to give the party undertaking the project written notice whether or not it intends to pay its share of the project costs pursuant to such financing terms. In the event no response is received within such 60 day period, the party will be deemed to have decided not to pay its share of costs based on such financing terms.

4. Any federal or state grants received by another party on account of a project involving a Jointly Used Facility shall be credited to the parties hereto on the basis of their shares in the costs of such project.

5. During the course of any capital construction project, reconciliations will be provided on a monthly basis, and payments by either party to the other shall be due within sixty (60) days of invoice.

6. For any capital improvement projects, a party's obligation to proceed with the project will be contingent upon confirmation of financing for the project by both parties.

Section VIII. Operation and Maintenance Expenses.

Each party shall be responsible for a share of the annual operation and maintenance (O&M) expenses of the Jointly Used Facilities in proportion to its respective Annual Flow through those facilities. For O&M cost sharing purposes, all Jointly Used Facilities for which YBSA is responsible shall be considered together and all Jointly Used Facilities for which LMT is responsible shall be considered together. The respective parties' shares of O&M costs for any Jointly Used Facilities will be calculated by taking that party's Annual Flow through those Facilities for the calendar year in which the costs were incurred, and dividing by the total Annual Flow through those same Facilities. All Annual Flows shall be as metered at the Yardley Pump Station and metered Discharge Points. Upon completing the preceding calculations, each party shall submit to the other an annual invoice for O&M costs incurred for the Jointly Used Facilities for which the invoicing party is responsible. Such invoices shall be submitted by each party to the other within 30 days of the end of the calendar year and payment shall be due within sixty (60) days of invoice.

Section IX. Emergency Repairs.

Each party shall have the right and obligation to respond to emergencies in the Jointly Used Facilities and make emergency repairs as needed. The party making said repairs shall notify the other party of the nature of the emergency, repairs planned or underway and the projected cost as soon as possible after learning of the emergency, preferably within the first 24 hours, but in no case later than 72 hours. A written report detailing the aforesaid matters shall accompany the invoicing. The cost for emergency repairs to the Jointly Used Facilities shall be shared by YBSA and LMT as capital improvement expenses in accordance with Section VII. Payment shall not be unreasonably withheld, and in no event shall be made in excess of one hundred eighty (180) days following invoice.

Section X. Collection Facilities.

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

Section XI. Periodic Review of Capacity Allocations.

1. The parties shall conduct a review of the Capacity Allocations every five years from the date of execution of this Agreement, or earlier, if the parties shall mutually agree or if either party exceeds its Capacity Allocation set forth in Exhibit B. The Capacity Allocation review shall include a joint review conducted by the parties' Consulting Engineers. In the event that it is determined that an upgrade to any portion of the Jointly Used Facilities is required to provide either party with additional capacity in excess of the party's capacity allocation provided herein, the following shall apply: if both parties benefit from the proposed upgrade, the cost thereof shall be shared on a proportionate basis. If the proposed upgrade is desired or required by one party and the project does not reasonably benefit the other party, the party desiring or requiring such upgrade shall be solely responsible for all costs and construction associated with the upgrade to Jointly Used Facilities.

2. If either party desires to acquire additional capacity in a Jointly Used Facility with no need for additional improvements, the requesting party shall reimburse the other party for the proportional costs incurred by that party, in accordance with this Agreement.

3. In the event that additional capacity is purchased by either party resulting in a capacity reallocation between the parties, Exhibit "B" hereto shall be adjusted accordingly.

Section XII. Access to Jointly Used Facilities and Records.

Each party agrees that representatives of the other party shall have access to the Jointly Used Facilities and records and accounts relative thereto at reasonable times.

Section XIII. Enforcement.

The parties hereto recognize that the provisions of this Agreement could lead to disputes or controversies ("Dispute") which would require expedited resolution. Therefore, the parties have agreed that any Dispute which arises out of, or relating to this Agreement, or the breach thereof, may be resolved in either the court of Common Pleas of Bucks County, Pennsylvania ("Court") or by arbitration ("Arbitration") administered by the American Arbitration Association ("AAA"). The party who institutes the action to resolve the Dispute ("Action") shall have the right to determine the forum in which the Dispute is to be adjudicated. If the party who institutes the Action elects to institute the Action in the Court, such party may seek relief in equity, in addition to costs, legal and engineering fees.

If the party who institutes the Action elects to have the Dispute resolved by Arbitration, the Arbitration shall be

administered by the AAA under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the party who institutes the Action elects Arbitration, the following shall apply:

(a) There shall be one arbitrator.

(b) The Arbitration shall take place at a location in Bucks County, Pennsylvania to be designated by the arbitrator.

(c) Time is of the essence in resolving the Dispute. Therefore, Arbitration hearings shall take place within thirty (30) days of the filing of the demand for Arbitration and the award of the arbitrator shall be issued within one hundred twenty (120) days of the filing of the demand for Arbitration. The arbitrator shall agree to these time limits prior to accepting appointment.

(d) The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the Arbitration, including the arbitrators' fees, administrative fees, travel expenses, out of pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees.

(e) The award of the arbitrator shall including findings of fact and conclusions of law.

(f) Either party to the Arbitration may appeal the award of the arbitrator by filing the appropriate appeal in the Court or

such other appropriate court. In such appeal, the appellant shall have the right to have the court review the record, other appropriate documents, the procedures employed by the arbitrator during the Arbitration, evidentiary, substantive and legal rulings made by the arbitrator during and after the conclusion of the Arbitration. If the Court determines that the arbitrator abused his discretion and/or committed an error of law the Court shall have the power to vacate the award, modify the award, or remand the proceeding to the arbitrator for further action as directed by the Court.

Section XIV. Waiver of Rights.

The failure of any party hereto to insist upon strict performance of this Agreement or any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

Section XV. Integration.

This Agreement contains and constitutes the entire agreement between the parties; there are no agreements, representations, warranties, oral or written, in existence which are separate apart from this Agreement. In the event that any term of this Agreement conflicts with any other Agreement to which YBSA and LMT are parties, the terms of this Agreement shall control. This Agreement

may be modified, supplemented, or amended only by a written agreement signed by all parties hereto.

Section XVI. Severability.

Should any one or more of the provisions of this Agreement for any reason be held invalid or illegal, such invalidity or illegality shall not affect any other provision of this Agreement; and this Agreement shall in all circumstances be construed and enforced as if such invalid or illegal provision had not been contained herein.

Section XVII. Term of Agreement.

The term of this Agreement shall be perpetual.

Section XVIII. Counterparts to be Effective.

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

Section XIX. 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.

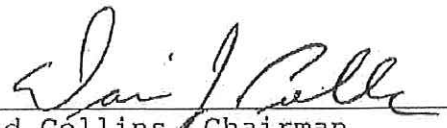
IN WITNESS WHEREOF, the parties hereto have caused the due execution and attestation hereof by their respective duly authorized officers the day and year first above written.

**YARDLEY BOROUGH SEWER
AUTHORITY**

Attest:



BY:



_____ Chairman
of the Board of Directors

**MUNICIPAL SEWER AUTHORITY
OF THE TOWNSHIP OF LOWER
MAKEFIELD**

Attest:

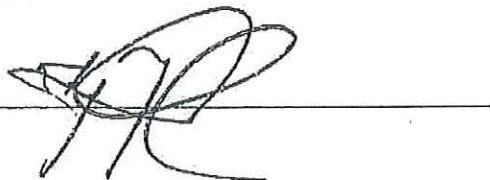


BY:


_____ Chairman
of the Board of Directors

LOWER MAKEFIELD TOWNSHIP

Attest:



BY:

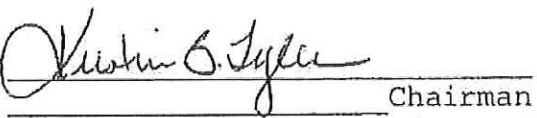

_____ Chairman
of the Board of Supervisors

EXHIBIT A (SHEET 1 OF 2)
JOINTLY USED FACILITIES
SEWAGE TRANSPORTATION AGREEMENT
AMONG LMSA, LMT, YBSA

GILMORE & ASSOCIATES, INC.
 ENGINEERING & CONSULTING SERVICES
 83 E. WYLLIE AVE., SUITE 100, NEW BRITAIN, TN, 37622-5106 • (615) 344-4370
 www.gilmore-associates.com

JOB NO: 100149

DATE: AUGUST 12, 2012

SCALE: 1" = 50'



Legend

- ⊙ Meter Chamber
- Discharge Point
- Manhole
- ⊞ Pump Station
- Gravity Sewer
- - - Force Main
- Existing Jointly Used Facility (JUF)
- Sewer By-Pass (JUF to be Constructed)
- Sewer Replacement (JUF to be Constructed)
- ▭ Municipal Boundary
- ▭ Parcels
- ▭ Hydrology
- ▭ Yardley Boro Residents To be Served By LMTSA Sewer

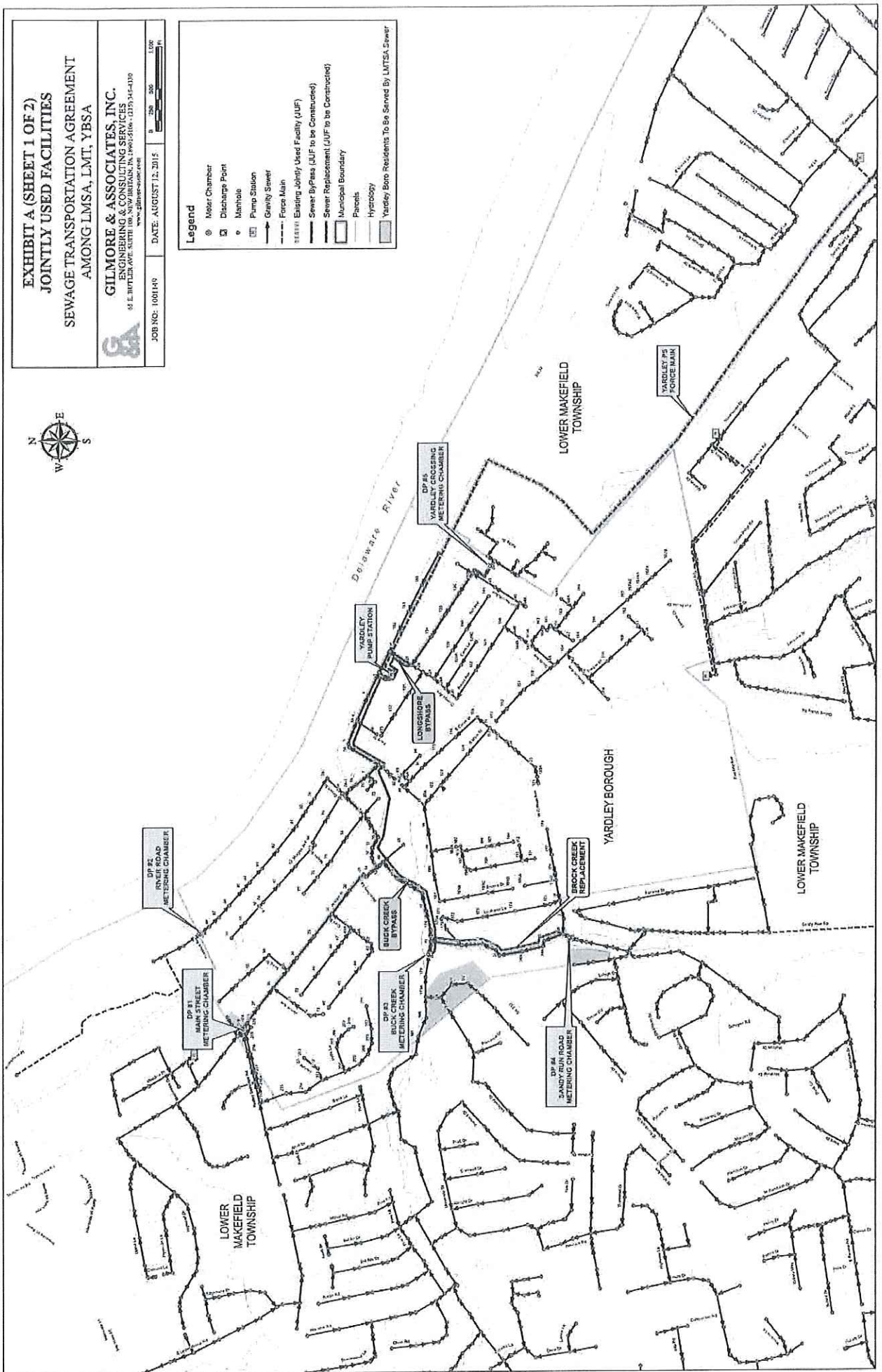


EXHIBIT A (SHEET 2 OF 2)
JOINTLY USED FACILITIES
SEWAGE TRANSPORTATION AGREEMENT
AMONG LMSA, LMT, YBSA

GILMORE & ASSOCIATES, INC.
 ENGINEERING & CONSULTING SERVICES
 60 E. WILLOW AVE. SUITE 200 • CHICAGO, IL 60609
 TEL: (773) 334-1310 • FAX: (773) 334-1319
 WWW.GILMORECONSULTANTS.COM

JOB NO. 1001149 DATE: AUGUST 12, 2015



- Legend**
- ⊠ Meter Chamber
 - ⊠ Discharge Point
 - ⊠ Manhole
 - ⊠ Pump Station
 - Gravity Sewer
 - - - Force Main
 - ▭ Parcel
 - ▭ Hydrology
 - ▭ Existing Jointly Used Facility (JUF)
 - ▭ Municipal Boundary

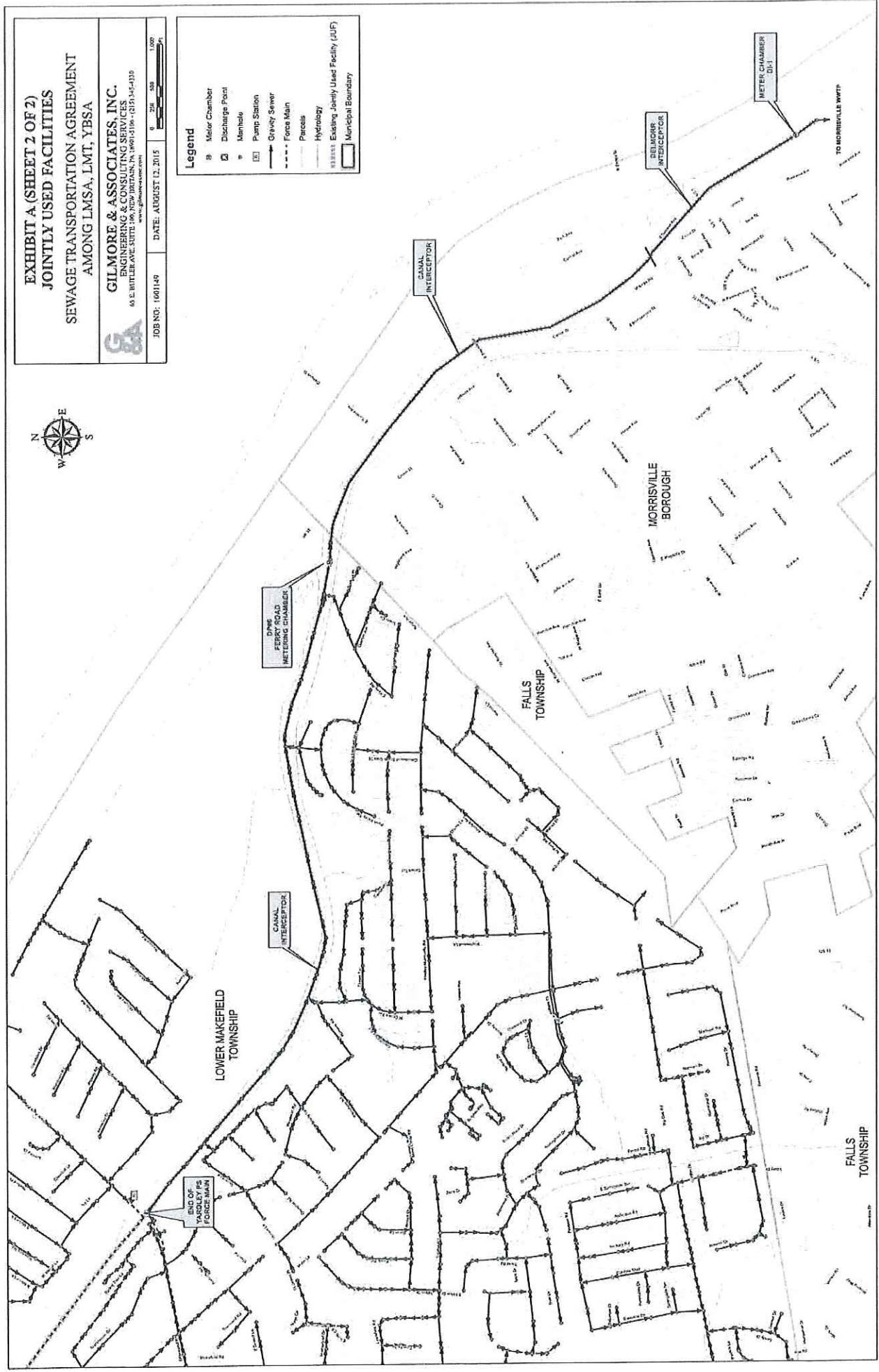




EXHIBIT B

SEWER CAPACITY ALLOCATIONS and CAPITAL COST SHARES
Lower Makefield Township (LMT) and Yardley Borough

Last Revised: August 12, 2015

SEWER CAPACITY ALLOCATIONS
AT CONNECTION/METERING POINTS

Item	Description	Existing and Projected Flows				Capacity Allocations				Reference Meter(s)
		2010-14 Avg Daily Flows (mgd) ³	20 Yr. Projected Commxs (EDU) ⁴	20 Yr. Projected Commxs (gpd) ⁵	20 Year Flow Projection (mgd)	Annual Max. Capacity (mgd) ⁶	3-Month Max. Capacity (mgd) ⁷	Daily Max. Capacity (mgd) ⁸		
DP #1	North Main Street Collector	0.049	240	76,800	0.126	0.132	0.264	0.479	DP #1	
DP #2 ¹	River Road Collector	0.007	8	2,560	0.010	0.010	0.020	0.036	DP #2	
DP #3 ²	Buck Creek Interceptor	0.548	130	41,600	0.590	0.619	1.238	2.247	DP #3	
DP #4	Sandy Run/Brock Creek Interceptor	0.210	130	41,600	0.252	0.265	0.529	0.960	DP #4	
DP #5	Yardley Crossing Apartments Collector	0.046	0	0	0.046	0.049	0.097	0.177	DP #5	
North End	LMT Flows Connected to DP #1-5	0.861	508	162,560	1.023	1.075	2.149	3.901	DP #1-5	
Yardley	Yardley Net Flows Metered at Pump Station	0.364	314	100,480	0.485	0.488	0.976	1.771	PS - North End	
PS & FM	Yardley Pump Station & Force Main Total	1.225	822	263,040	1.488	1.562	3.125	5.672	Yardley PS	
South End ³	LMT Flows Connected Directly to Canal Int.	1.764	19	6,080	1.770	1.858	3.716	6.745	Ferry Rd - PS	
Canal Int.	Canal Interceptor Total Metered Flows (DP #6)	2.989	841	269,120	3.258	3.421	6.841	12.416	Ferry Road	
Morrisville Int. Canal & Delmor Int. - Ferry Rd to MMA Plant		2.989	841	269,120	3.258	3.421	6.841	12.416	Ferry Road	

Notes:

- Formerly DP (Discharge Point) #1A
- Formerly DP #2 and DP #3
- 2010-14 Flow Data from 2014 LMT and Yardley Chapter 94 Reports
- Projected Connection figures provided by respective municipalities
- Flows projected at 320 gpd/EDU as per LMT and Yardley Chapter 94 Reports
- Annual Max. Capacity equal to 20 Year Flow Projection plus 5% factor for minor annual variation.
- 3-Month Max. Capacity equal to Annual Max. Capacity times 2.0 peaking factor.
- Daily Max. Capacity equal to Annual Max. Capacity times 3.63 peaking factor (based on historic peak flow data).
- Average Daily Flows include only 2013-14 Flow Data from 2014 Chapter 94 Reports (no 2010-2012 data available)

CAPITAL COST SHARES

FOR JOINT USE FACILITIES

Facility	Description	Annual Max. Capacity (mgd)	LMT Flow Share (mgd)	LMT Flow Share (percent) ¹⁰	LMT Cost Share (percent)	Yardley Flow Share (mgd)	Yardley Flow Share (percent)	Yardley Cost Share (percent)
1	Yardley Gravity Sewers Upper End: DP #1-5 Lower End: Yardley Pump Station	1.075 1.562	1.075 1.075	100.00% 68.77%	84.39%	0.000 0.488	0.00% 31.23%	15.61%
2	Yardley Pump Station and Force Main Upper End: Yardley Pump Station Lower End: FM Discharge at Black Rock Rd	1.562 1.562	1.075 1.075	68.77% 68.77%	68.77%	0.488 0.488	31.23% 31.23%	31.23%
3	Canal Interceptor Upper End: Manhole at Black Rock Rd Lower End: Ferry Road Meter Chamber	1.562 3.421	1.075 2.933	68.77% 85.74%	77.25%	0.488 0.488	31.23% 14.26%	22.75%
4	Morrisville Interceptor Upper End: Ferry Road Meter Chamber Lower End: MMA DI-1 Meter Chamber	3.421 3.421	2.933 2.933	85.74% 85.74%	85.74%	0.488 0.488	14.26% 14.26%	14.26%

Notes:

- Cost Share equal to average flow share between upper and lower ends of Joint Use Facility

APPENDIX H – MORRISVILLE MUNICIPAL AUTHORITY AGREEMENT

AGREEMENT

THIS AGREEMENT, made and executed this 1st day of September, 1977 by and among THE MUNICIPAL AUTHORITY OF THE BOROUGH OF MORRISVILLE (hereinafter called the "Morrisville Authority"), BOROUGH OF YARDLEY (hereinafter called "Yardley"), YARDLEY BOROUGH SEWER AUTHORITY (hereinafter called the "Yardley Authority"), TOWNSHIP OF LOWER MAKEFIELD (hereinafter "Lower Makefield") and THE MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD (hereinafter called the "Makefield Authority"),

W I T N E S S E T H:

WHEREAS, Morrisville Authority, Yardley Authority and Makefield Authority are the parties to an Agreement dated the eleventh day of March 1964 for the treatment of sewerage emanating from the Borough of Yardley and Township of Lower Makefield in the wastewater pollution control plant of Morrisville Authority; and

WHEREAS, certain controversies have arisen concerning the interpretation of the Agreement of the eleventh day of March 1964, and the parties have deemed it to their respective best interests to terminate that contract and to enter into a new contract whereby Morrisville Authority will treat sewerage transmitted to it by Yardley Authority and Makefield Authority; and

WHEREAS, Makefield Authority has leased its sanitary sewage collection system to Lower Makefield; and

WHEREAS, Yardley Authority has leased its sanitary sewage collection system to Yardley; and

WHEREAS, Morrisville Authority presently owns a wastewater pollution control plant, which has recently been expanded with a rated capacity of 5.6 million gallons per day (MGD); and

WHEREAS, part of the capacity as hereinafter set forth has been constructed through capital contributions of Yardley Authority and Makefield Authority; and

WHEREAS, it appears that the most feasible and economical method of providing for the treatment and disposal of sewerage and waste to be collected by the sewer system of Yardley Authority and Makefield Authority would be to continue to deliver the same to the Morrisville Authority for treatment and disposal.

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

Section 1. Definitions

"Morrisville Authority", "Makefield Authority", "Lower Makefield", "Yardley Authority", and "Yardley", shall have the meanings as ascribed to them in the recitals hereto.

"Sewage", "wastewater", "sanitary sewage" and "sanitary waste" means normal water carried, household and toilet wastes from an improved residential property or the rest room facilities of any commercial or industrial property.

"Prohibited wastes" shall mean storm water, water from roof, surface or subsurface drainage, water from storm water inlets, sump pumps, floor drains, roof leaders and other direct sources; industrial wastes, chemicals and other water or sanitary waste having any of the following properties:

- (a) Any liquid or vapor having a temperature higher than 150° F.
- (b) Any water or waste which may contain more than 100 parts per million by weight of fat, oil or grease.
- (c) Any gasoline, benzene, naphtha, fuel oil or other inflammable or explosive liquid, solid or gas.
- (d) Any garbage that has not been properly shredded.
- (e) Any ashes, cinders, sand, mud, straw, wood or metal shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other viscous substance capable of causing obstruction to the flow in the sewer system or other interference with the proper operation of the sewer system.
- (f) Any waters or wastes having a pH lower than 6.0 or higher than 8.4 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel of the sewer system.
- (g) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in

the receiving waters of the sewer system. Toxic wastes shall include, but not be limited to, wastes containing cyanide, lead, copper and/or chromium ions.

(h) Any waters or wastes of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment works except as may be approved by Morrisville Authority.

(i) Any noxious or malodorous gas or substance capable of creating a public nuisance.

(j) No rates of flow taking on the proportions of a Slug. This applies likewise to Domestic Sewage.

(k) Radioactive materials.

(l) Highly colored wastewaters.

"Costs of Construction" means all expenses which are properly chargeable to capital under sound accounting practice or which are incidental to the financing and construction of additions and improvements to the Treatment Plant, including without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award of contracts;

(b) costs of labor, facilities and services furnished by the Morrisville Authority and its employees or others, materials and supplies purchased by the Morrisville Authority or others, and permits and licenses obtained by the Morrisville Authority;

(c) engineering, legal, accounting and other professional and advisory fees;

(d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(e) interest during construction;

(f) Administrative Expenses of the Morrisville Authority during construction;

(g) printing, engraving and other expenses of financing;

(h) costs, fees and expenses in connection with the acquisition of real property or rights therein;

(i) cost of equipment necessary to the completion and proper operation of the Treatment Plant; and

(j) amounts required to repay temporary (bond anticipation) loans made to finance the costs of any improvements to the Treatment Plant.

"Cost of Operation and Maintenance" shall, with reference to the Treatment Plant, mean the actual costs and expenses required in the operation, repair and maintenance thereof including, in each case, without intending to limit the generality of the foregoing, electric power, labor, materials and supplies, equipment and fixtures, administration costs, and all contract services, less any federal or state grants, which are specifically designated by the granting agency to be reimbursement for operation and maintenance and less any costs which are incurred in connection with handling sewage wastes discharged from any party's Sewage Collection System and discharged into the Treatment Plant which requires special handling or treatment as contemplated in subparagraph (b) of Section 12 and in Section 17.

"Consulting Engineer" means Betz Environmental Engineers, Inc., Plymouth Meeting, Pennsylvania, and in the event said firm ceases to serve as consulting engineer for Morrisville Authority, an engineering firm or professional engineer having a favorable repute for skill and experience in the construction and operation of a sewage treatment plant registered in Pennsylvania and chosen by Morrisville Authority.

"Average Daily Flow" means the sewage flowing through a metering station computed by taking the total flow for the day in question and the flows of the immediate preceding and immediate succeeding days and dividing this three (3) day total by three (3). The number of days to be used to measure the flow shall be altered in the event the National Pollution Discharge Elimination System (NPDES) permit standard is altered.

"Slug" means any discharge of sewage which for a period of fifteen minutes shall exceed five times the average daily flow.

"Treatment Plant" means the existing sewage treatment plant and facilities located in Morrisville Borough owned and operated by the Morrisville Authority with any additions, modifications or improvements thereto.

Section 2. Statement of Intent

The Morrisville Authority has owned and operated its own Treatment Plant to serve its customers within the Borough of Morrisville since 1956 with an initial capacity of 2.5 MGD. In 1964, certain modifications to the Treatment Plant expedited the handling of the original capacity. Commencing in 1973, the treatment plant was increased in size to 5.6 MGD. Makefield Authority and Yardley Authority have each made capital contributions to the 1964 and 1973 plant expansion to pay for their proportionate share of the cost of construction. The Treatment Plant and any additions thereto shall continue to be owned and maintained exclusively by Morrisville Authority. However, each party to this Agreement shall have the exclusive right to the reserve capacity allocated to it hereafter in Section 3 hereof.

Section 3. Reserve Capacity

Subject to the payment of charges and subject also to the limitations of this Agreement, Morrisville Authority grants unto each party and reserves unto itself the right during the term of this Agreement to discharge sewage into the Treatment Plant in the following maximum Average Daily Flow quantities representing the percentage of total capacity as set forth.

	<u>Reserve Capacity</u>	<u>Percentage Of Capacity</u>
Yardley and Yardley Authority	430,000	7.68
Lower Makefield and Makefield Authority	1,697,000	30.36
Morrisville Authority	3,473,000	61.96

Section 4. Delivery of Sewage

All sewage originating in each party's sewage collection system shall be delivered to a point or points of connection for transportation to and treatment at the Treatment Plant, provided however, that nothing herein shall be construed as requiring any party to deliver to the Treatment Plant any sewage originating in its respective area which by good engineering practice cannot be delivered to the Treatment Plant on a practical and economical basis. The existing points of connection are shown on Exhibit A attached hereto. Future points of connection, if any, shall be

agreed upon in writing by the parties hereto prior to commencement of any future construction.

In the event that increased transportation capacity is required within the lines of Morrisville Authority from the points of connection to the Treatment Plant the cost of replacing or supplementing those lines shall be borne by Makefield Authority and Yardley Authority in proportion to their allocated capacity at that time in the new line. Morrisville Authority shall share in the cost of replacing or supplementing the sewer line to the extent the present flow from the Morrisville Authority in the now existing sewer lines exceeds the design capacity of that sewer line or to the extent the Morrisville Authority requests in writing reserved capacity in the new sewer line. The procedure for planning, designing and constructing the new sewer line shall be as set forth in Section 8 and Section 9 for constructing increases to the Treatment Plant.

Section 5. Metering Stations

Meter stations for the purpose of measuring the flow from each party hereto shall be installed at all points of connection unless it is determined to be not feasible by then current engineering standards. All meters which are installed as being feasible under such engineering standards shall have their flow telemetered to the Treatment Plant. The total flow at the Treatment Plant shall also be metered. The said points of connection are set forth in Exhibit A of this Agreement. Meters where installed shall be of the continuous reading type with seven (7) day charts, however, the totalizer shall be read daily by the owner of the system in which the meter is installed and reported on a monthly basis to all other parties hereto. The expense of procuring, installation and maintenance of the meters shall be paid by the owner of the system in which the meter is installed. All parties hereto shall have the right of inspection of the metering chambers and review of the meter charts.

Section 6. Compliance with laws, rules and regulations

The parties hereto agree to exclude from their respective sewage collection systems prohibited wastes and to comply with all present and future laws, rules, regulations, permits, orders, requirements lawfully made by the Pennsylvania Department of Environmental Resources or the United States Environmental Protection Agency or any other governmental body having jurisdiction. The parties hereto agree to comply with the present and future lawful rules and regulations of Morrisville Authority as they may pertain to each party's sewage collection system and the sewage collected therein.

(a) If the Pennsylvania Department of Environmental Resources or any other governmental body having jurisdiction orders Morrisville Authority to intensify treatment over that for which the Treatment Plant was originally designed as modified, then each party hereto shall pay the same share of the Costs of Construction of the facilities necessary for such intensification as their percentage of reserve capacity as set forth in Section 3. Payment of such share of Costs of Construction shall be deposited with Morrisville Authority prior to the award of construction contracts.

(b) If Morrisville Authority receives a Notice or Order from a regulatory agency to intensify its treatment, Morrisville Authority shall deliver copies thereof within forty-eight (48) hours to the other parties hereto. As additional real parties in interest any party hereto may file an appeal of the Notice or Order and prosecute such appeal through to a conclusion at its own cost and expense. Copies of all appeal documents and proceedings thereunder shall be supplied to Morrisville Authority. So long as an appeal is filed and being prosecuted in good faith Morrisville Authority shall not proceed with expansion or modification of the Treatment Plant.

(c) The income earned during construction on the deposits required by this section prior to the start of construction shall be allocated between the parties in proportion to their deposits taking into account the date of the deposit. At the completion of any construction project under this section, Morrisville Authority shall account for all Costs of Construction and income earned. Any excess shall be repaid to the party making the deposit in accordance with the accounting and any deficiency shall be paid by the party responsible therefor in accordance with the accounting.

(d) If, incidental to the intensification of treatment, the capacity in the Treatment Plant is increased, then the parties hereto shall each be entitled, as a matter of right, to increase its reserve capacity in the Treatment Plant in proportion to its percentage of reserve capacity set forth in Section 3. If any party does not wish to retain its reserve capacity created incidental to intensification, it may transfer it to either of the other parties to this Agreement under such terms as they shall agree upon.

Section 8. Increased capacity to Treatment Plant

If any party hereto wishes Morrisville Authority to enlarge the Treatment Plant to provide additional treatment capacity, it shall notify Morrisville Authority in writing of the amount of additional capacity it is requesting. Upon receipt of such notification, Morrisville Authority will notify in writing all other parties hereto to determine if they desire additional capacity. Any party hereto who does not respond, setting forth its requested additional capacity in writing, to such notification from

Morrisville Authority within ninety (90) days of the date of such notification shall be deemed to have requested no additional capacity.

Morrisville Authority agrees, after each party hereto has responded or is deemed to have responded, it will cause its Consulting Engineer to design, prepare construction drawings, prepare cost estimates and obtain all governmental approvals necessary to construct enlargements, additions, improvements or modifications of the treatment plant necessary to provide the total additional capacity requested. Each party requesting additional capacity shall pay its pro rata share of the Costs of Construction of such enlargement determined by dividing its requested additional capacity by the total additional capacity being provided. Payment of such share shall be paid prior to the time that Morrisville Authority awards the contracts for the construction of the enlargement, addition, improvement or modification to the Treatment Plant.

In the event that, as part of the expansion, there is an intensification of the quality of treatment, the consulting engineer of each of the parties shall jointly determine in accordance with the then applicable engineering standards that portion of the Costs of Construction attributable to the intensified treatment which shall be set forth in a written report. The Costs of Construction so determined shall be shared and paid by the parties hereto in accordance with their percentage of reserve capacity as set forth in Section 3 and the balance of the Costs of Construction shall be paid pro rata as provided in this Section. In the event the respective consulting engineers are unable to agree upon the allocation of costs they shall jointly chose a registered professional engineer to consider all relevant data to arrive at an apportionment of the costs, which apportionment shall be final and binding on all parties.

Section 9. Construction Cost Report

Upon the completion of any construction contemplated by this Agreement, Morrisville Authority shall cause its Consulting Engineer to certify to Makefield Authority and Yardley Authority the completion of the project and the total cost of the project in a reasonable detail including a listing of the credits against that project cost. If the total cost of the project exceeds the initial deposit by either Makefield Authority or Yardley Authority based upon their requested reserve capacity, the underpayment shall be paid within thirty (30) days. In the event the cost of the project is less than the amount paid by either authority, the amount of the overdeposit shall be refunded within fifteen (15) days of the date of certification.

Section 10. Sewage Samples

Samples of sewage and data from meter stations may be obtained and analyzed by any party hereto at any place and at any reasonable time in order to insure compliance with the terms of this Agreement. Each party hereto shall have the right to have a representative present when such samples or data are obtained, but such right shall not limit any party's right of access to the metering station to obtain such samples or data.

Section 11. Sewage Flow Determination

For the purpose of determining and calculating the volume or character of the sewage discharged from each party's sewage collection system to the treatment plant, the following methods shall be used:

(a) All meters shall be inspected, calibrated and tested for accuracy at least quarter-annually by an independent testing service on behalf of the owner of the meters. Reports of such inspection shall be made directly by the testing service to all parties to this Agreement. The cost of such inspection and the cost of any repair or replacement shall be borne by owners of the meters.

(b) In the case of missing flow records due to faulty meter registration or otherwise, an estimate of flows will be made for the purposes of determining volume of sewage discharge. This estimate will be based upon an evaluation of past flow records as applied to present conditions as reviewed and approved by the Morrisville Authority and the party whose flows are in question.

(c) The record of sewage flow through recording meters operated and maintained at the points of connection shall be forwarded to all other parties to this Agreement on or before the fifteenth day of the first month of each quarter showing the total daily sewage flows discharged during the previous quarter.

Section 12. Charges and Payments

(a) Morrisville Authority will charge each party hereto, quarterly in advance, for treatment services upon the basis of the actual costs of operation and maintenance of the Treatment Plant less any Federal or State Grants applicable thereto. Such charges shall be determined by applying the percentage computed by

dividing the actual metered flow from each party's respective Sewage Collection System by the total metered flow into the Treatment Plant to the Cost of Operation and Maintenance of the Treatment Plant. The Consulting Engineer shall estimate, using standard engineering procedures, sewage waste flows to be received from each party's Sewage Collection System until records are available to determine actual metered flows. The method of calculating the apportionment of the costs of operation and maintenance is set forth for explanatory purposes by the formula on Exhibit B.

(b) The parties hereto agree that, in the event the sewage wastes discharged from any party's Sewage Collection System into the Treatment Plant require special handling or treatment, the total costs incident to providing such special handling or treatment shall be borne solely by the party hereto from whose Sewage Collection System the said sewage wastes are being discharged. The rules, regulations and rates for such special handling and treatment are to be established pursuant to Section 17 hereof.

(c) Morrisville Authority shall prepare, subject to the approval of the Consulting Engineer, and furnish to Makefield Authority and Yardley Authority by November 1 of each year, a budget for the next calendar year setting forth the estimated Cost of Operation and Maintenance for such year, and each Authority's annual share of such Cost of Operation and Maintenance.

(d) Bills for one-quarter (1/4) of each Authority's share of the budgeted Cost of Operation and Maintenance shall be delivered by Morrisville Authority to each such Authority on the first day of January, April, July, and October. The bill delivered to each Authority on July 1 of each year shall be adjusted to reflect any overpayment or underpayment made by said Authority for the preceding calendar year.

(e) The charges for treatment service and the method of calculation thereof shall be effective for all treatment service rendered effective January 1, 1976 and for all periods thereafter.

Section 13. Maintaining Facilities

Each party agrees in connection with its respective sewer facilities to continuously operate and keep and maintain the same at all times in a first class state of repair and order and in good and efficient operating condition, so as to meet the standards prescribed by the Pennsylvania Department of Environmental Resources or any other governmental authority having jurisdiction thereof.

Section 14. Indemnification

Each of the parties hereto agrees to indemnify and save harmless any other party hereto against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement due to the negligence of any such party, its respective servants, agents or employees or resulting from the failure of the treatment plant or line leading thereto to properly function due to such negligence.

Section 15. Availability of Records

The Morrisville Authority agrees to make available at all reasonable times to the parties hereto, their agents, servants, employees and representatives access to all records of the Morrisville Authority pertaining to costs of acquisition, construction, operation and maintenance of the treatment plant. The Makefield Authority and Yardley Authority agree to make available at all reasonable times to the Morrisville Authority, its agents, servants, employees and representatives access to all records of such parties insofar as the same relate to matters covered in this Agreement. They also agree that the Morrisville Authority, its agents, servants, employees and representatives shall have access to their sewage collection systems at reasonable times in order to assure compliance with the terms and provisions of this Agreement.

Section 16. Infiltration Study

Infiltration of ground water into the Morrisville Authority or Makefield Authority or Yardley Authority sewage collection system can be a serious problem during the life of this Agreement. If after (i) Morrisville Authority or Makefield Authority or Yardley Authority have commenced the use of 95% of their reserved capacity, (ii) a written report by the Consulting Engineer with the concurrence of the engineering consultant for Makefield Authority or Yardley Authority, if either of those systems is involved, recommends an infiltration study having given consideration to the cost effectiveness of such an infiltration study for such Authority, and (iii) a request in writing to do so by the Morrisville Authority or the Makefield Authority or Yardley Authority to the Authority with suspect excess infiltration, such Authority shall undertake an infiltration study under the direction of their respective consulting engineers consisting of visual inspection of manholes and a determination of differences in dry and wet weather flows. If it is determined and certified by the engineering consultant of Morrisville Authority or Makefield Authority or Yardley Authority that the wet weather flows exceed those allowed by the standards of the Department of Environmental Resources or its successors and that the cost effectiveness dictates remedial repairs, then and in that event, Morrisville Authority or Makefield Authority or Yardley Authority shall undertake whatever work is

recommended in their own sewage collection systems by their respective consulting engineers to correct infiltration. In the event any Authority fails to act to conduct a preliminary infiltration study within ninety (90) days of a request to do so by any other Authority or fails to proceed to repairs as outlined by their respective consulting engineers, then and in either event, such other Authorities may enter the sewage collection system of the delinquent Authority to perform the necessary work at the cost and expense of that body. The actual charges incurred by any Authority in performing the work shall be paid by the Morrisville Authority or Makefield Authority or Yardley Authority, as appropriate, to the other Authority within thirty (30) days of the date of billing together with a service charge of five percent (5%) of the amount of the bill.

Section 17. Non Residential Waste

It is understood and agreed that sewage treatment charges hereinabove set forth are for domestic sewage only. Non-residential wastes are usually more concentrated in nature, and as a result the treatment thereof becomes more complex than treatment with respect to domestic sewage. Non-residential wastes may be received but only with the prior written consent of Morrisville Authority. The conditions, rules, regulations and rates of charge of an industrial user will be based upon the information contained in an application by the proposed industrial user setting full details of the proposed discharge. Charges to non-residential industrial users, if any, will be uniform among like users. The charge to a non-residential user shall fairly reflect the actual cost of treatment. As hereinbefore provided, income from such charges shall be applied to costs of operating and maintaining the Treatment Plant and shall be credited thereto in arriving at the Cost of Operation and Maintenance to be shared by the parties hereto as set forth in Section 12 hereof.

Section 18. Payment of Bills

All bills rendered by Morrisville Authority to Makefield Authority and Yardley Authority shall be payable at the office of the Morrisville Authority as follows: (i) one-half of the bill within thirty (30) days of the date of the delivery of the bill, and (ii) one-half of the bill within forty-five (45) days of the date of delivery of the bill. There shall be added a penalty of five percent (5%) of the portion of the face amount of the bill remaining unpaid after the due date. In addition, any bill unpaid after the due date shall accrue interest at the rate of one-half of one percent per month.

Section 19. Rerating of Treatment Plant

If it is determined that the Treatment Plant can have its treatment capacity rating increased by the applicable regulatory agencies without construction of additional facilities the Morrisville Authority may, and upon request of either Makefield Authority or Yardley Authority shall, cause its Consulting Engineer to perform the necessary studies and file the appropriate applications with the regulatory agencies to obtain the increased treatment capacity rating. The cost of the studies and applications shall be shared and the extra capacity allocated in accordance with the percentages of reserve capacity set forth in Section 3. Makefield Authority and Yardley Authority shall deposit with Morrisville Authority their share of the cost of the study and application as determined by the Consulting Engineer within forty-five (45) days on written notice to do so. Failure to make the deposit shall be conclusive evidence that such party waives any and all right to such additional capacity.

The unclaimed additional capacity shall be offered in writing to the other parties in proportion to their reserve capacity. The additional capacity may be accepted by such offerees by their paying within thirty (30) days of receipt of the offer the allocated share of the costs as set forth in the notice.

After a reallocation of new reserve capacity such allowable flows and percentage of capacity as set forth in Section 3 shall be deemed amended to conform thereto.

Section 20. Transfer of Reserve Capacity

Any party hereto may either permanently or temporarily transfer to any other party hereto their unused reserve capacity in the Treatment Plant. Such transfer may only take place by means of a written agreement between the parties to that transaction, a copy of which shall be filed with the Morrisville Authority. Prior to the execution of a transfer agreement the parties shall obtain a certificate from the engineering consultant of the transferor setting forth (1) the Average Daily Flow of the transferor for the preceding two (2) years; (2) the estimated Average Daily Flow for the next succeeding three (3) years; (3) the anticipated date when the transferor will require for its own use the transferred reserve capacity; and (4) the means, if any, of controlling the flow of the transferee or transferor. No such transfer shall alter the basic liability and rights of the parties hereto but shall only be binding on the parties to the transfer Agreement.

Section 21. Covenants of the Authorities

Upon execution of this Agreement, each party hereto covenants as follows:

(a) To maintain its sewage collection system in good repair and operating condition and continuously to operate the same;

(b) To enact rules and regulations consistent with the terms of this Agreement;

(c) To collect any industrial waste surcharges established by Morrisville Authority;

(d) To prohibit all connections to its sewage collection system once the reserve capacity for each party is reached as set forth in Section 3 hereof.

Section 22. Morrisville Authority Covenants

Upon the execution of this Agreement, Morrisville Authority covenants to maintain the Treatment Plant in good order and repair and operating condition and continuously to operate the same accepting for treatment from each of the parties hereto sewage in the amount not greater than that set forth under reserve capacity in Section 3 hereof.

Section 23. Penalty

If the maximum Average Daily Flow from either Makefield Authority or Yardley Authority or Morrisville Authority based upon their respective reserve capacity is exceeded on three successive days or on five days in any calendar month, in addition to the normal charge, the total flow in excess of the maximum Average Daily Flow reserved will be billed as a penalty surcharge on a quarterly basis at a rate of an additional one hundred percent (100%) of the then current rate per thousand gallons for sewage treatment, which rate shall be computed by dividing the Cost of Operation and Maintenance by the units of thousand gallons treated at the Treatment Plant during said quarter. Any penalty paid pursuant hereto shall be apportioned between the Authorities whose reserved capacity is being used on a pro rata basis. Morrisville Authority shall credit the pro rata share of penalty to the Authorities entitled thereto on their next quarterly bill under Section 12(d). If a fine is assessed by any governmental agency having jurisdiction, caused by the failure of the

Treatment Plant to meet the applicable standards of such governmental agency, which failure is traceable to the quantity or quality of the sewage delivered to the Treatment Plant by Makefield Authority or Yardley Authority or Morrisville Authority, the Authority contributing the excess quantity or quality of sewage shall be responsible for the payment of any such fine and costs related thereto.

Section 24. Notice to Users

Morrisville Authority agrees to advise each party hereto in writing when it is determined that the flow of such party into the treatment plant is approximately ninety percent (90%) of its reserve capacity under this Agreement.

Section 25. Waiver of Rights

The failure of any party hereto to insist upon strict performance of this Agreement or any of the terms or conditions thereof shall not be construed as a waiver of any of its rights hereunder.

Section 26. Integration Clause

This writing constitutes the entire agreement between the parties as to the treatment of sewage and there are no other representations or agreements, verbal or written, other than those contained herein. This Agreement may only be modified, supplemented or amended by a written agreement of all parties hereto.

Section 27. Arbitration

The parties hereto agree that if at any time any disputes shall arise among or between them concerning the meaning or interpretation of the terms of this agreement, the matter of difference shall be referred to three (3) registered professional engineers - one to be appointed by each party hereto, or if the dispute is between two parties to this Agreement - one to be appointed by each of such party and the third to be appointed by the original two appointees. The decision or award of the majority of said arbitrators shall be final and binding upon the parties, their respective successors and assigns.

Section 28. 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 other provision of this Agreement; and this Agreement shall in all circumstances be

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

Section 29. Transferability

If either Makefield Authority or Yardley Authority or Morrisville Authority shall at any future time transfer its respective sewer system to its incorporating municipality whether by lease, deed or otherwise, then this Agreement shall likewise be assigned and upon such assignment their respective assignees shall be subject of all of the above obligations and shall be entitled to receive all of the rights and benefits of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its Chairman, attested by its Secretary, all as of the day and year first above written.

TOWNSHIP OF LOWER MAKEFIELD

THE MUNICIPAL AUTHORITY OF
THE BOROUGH OF MORRISVILLE

By: Edg W KBR
Chairman

By: Joseph J. Catalano
Chairman

Attest: W Miller
Secretary

Attest: Charles J. Givens
Secretary

BOROUGH OF YARDLEY

THE MUNICIPAL SEWER AUTHORITY OF
THE TOWNSHIP OF LOWER MAKEFIELD

By: A. J. [Signature]

By: [Signature]

Attest: [Signature]
Secretary

Attest: John M. [Signature]
Secretary

Approved: Helen A. [Signature]
Mayor

YARDLEY BOROUGH SEWER AUTHORITY

By: John J. [Signature]
Chairman

Attest: George [Signature]
Secretary

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

Section 29. Transferability

If either Makefield Authority or Yardley Authority or Morrisville Authority shall at any future time transfer its respective sewer system to its incorporating municipality whether by lease, deed or otherwise, then this Agreement shall likewise be assigned and upon such assignment their respective assignees shall be subject of all of the above obligations and shall be entitled to receive all of the rights and benefits of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its Chairman, attested by its Secretary, all as of the day and year first above written.

TOWNSHIP OF LOWER MAKEFIELD

THE MUNICIPAL AUTHORITY OF
THE BOROUGH OF MORRISVILLE

By: *Dee W. K. B.*
Chairman

By: *Frank J. ...*
Chairman

Attest: *W. Miller*
Secretary

Attest: *Charles J. ...*
Secretary

BOROUGH OF YARDLEY

THE MUNICIPAL SEWER AUTHORITY OF
THE TOWNSHIP OF LOWER MAKEFIELD

By: *Frank ...*

By: *Samuel ...*

Attest: *Francis ...*
Secretary

Attest: *John M. ...*
Secretary

Approved: *Helen H. ...*
Mayor

YARDLEY BOROUGH SEWER AUTHORITY

By: *John J. ...*
Chairman

Attest: *George ...*
Secretary

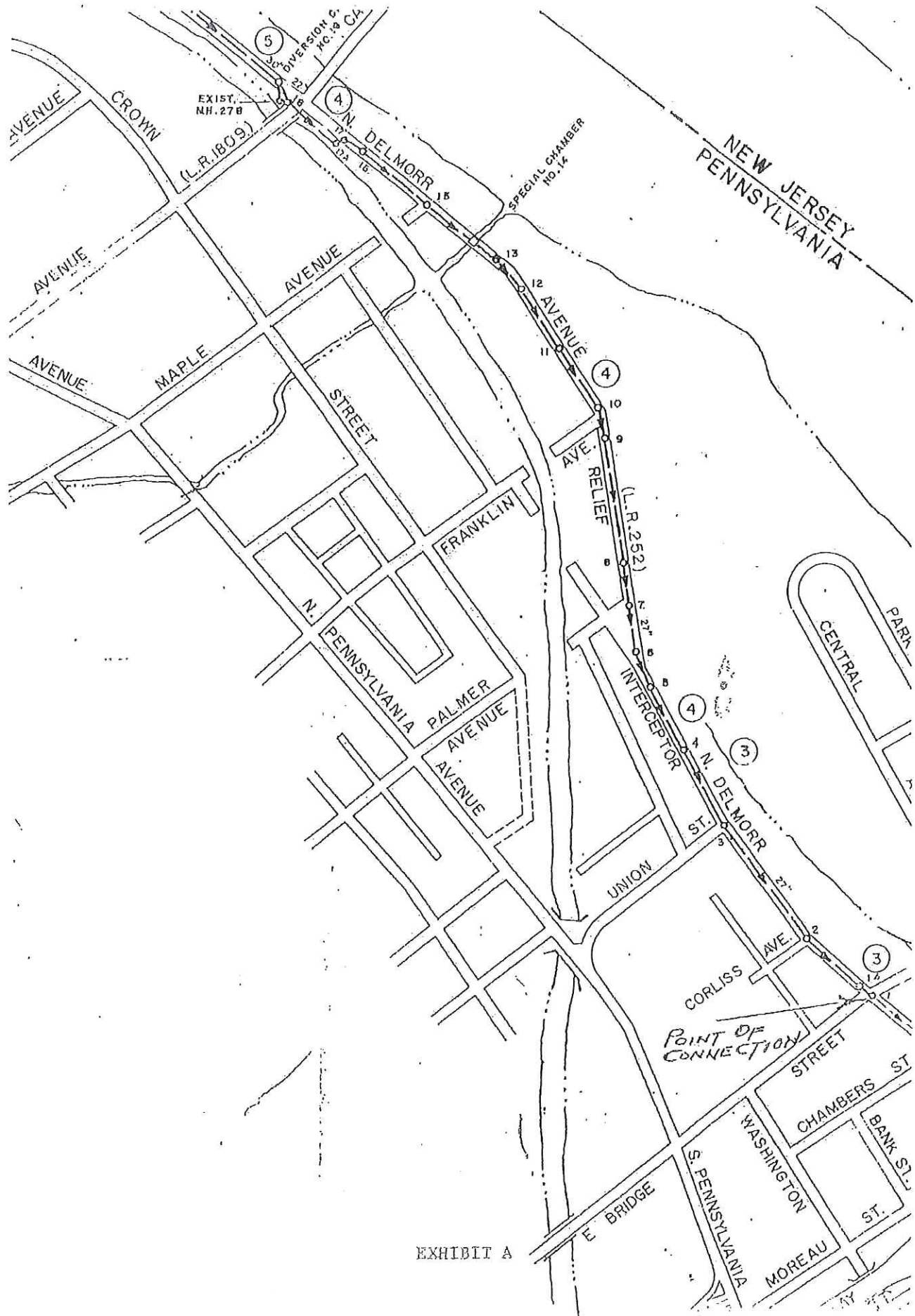


EXHIBIT A

EXHIBIT B

Formula for determining allocation of
Cost of Operation and Maintenance

Definitions

- TPF = Total Annual Plant Flow
- MF = Metered Annual Flow of any party to the Agreement
- COM = Cost of Plant Operation and Maintenance for one year
- \$ = Charge due by each party for use of Treatment Plant services
for one year.

Formula

$$\$ = \frac{MF}{TPF} \times COM$$

1991

1991
Lower Makefield & Yardley

AMENDMENT AGREEMENT

This is an Amendment Agreement dated as of *October 8*, 1991 (referred to separately herein as the "1991 Amendment Agreement") by and among THE MUNICIPAL AUTHORITY OF THE BOROUGH OF MORRISVILLE, Bucks County, Pennsylvania ("Morrisville Authority"), TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania, THE MUNICIPAL AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania (collectively referred to as "Lower Makefield"), YARDLEY BOROUGH SEWER AUTHORITY, Bucks County, Pennsylvania (hereinafter referred to as "Yardley"), to the 1977 Treatment Agreement, as hereinafter defined.

WITNESSETH:

The Morrisville Authority, Lower Makefield and Yardley are presently parties to an Agreement dated September 1, 1977 ("the 1977 Treatment Agreement") which provides for the treatment and disposal of sanitary sewage collected in Yardley Borough, portions of Lower Makefield and Morrisville Borough at the Morrisville Wastewater Treatment Plant (the "treatment plant") which is owned and operated by Morrisville. The Morrisville Authority, pursuant to a Consent Decree entered into with the Department of Environmental Resources ("DER") agreed to upgrade and expand the treatment plant. The terms and conditions of the DER Consent Decree were incorporated in a Consent Decree entered in the United States District Court for the Eastern District of Pennsylvania at No. 86-4604. Pursuant to the Consent Decree, Morrisville Authority, Lower Makefield and Yardley agreed to participate in

the expansion and upgrading of the treatment plant. Morrisville Authority has designed and constructed an expansion and upgrading of the treatment plant. The new facility has a rated capacity of 7.1 million gallons per day ("mgd") of hydraulic flow capacity. The plant has been designed and constructed to a capacity of 8.7 mgd of hydraulic flow in accordance with the rules and regulations of the Pennsylvania Department of Environmental Resources and Delaware River Basin Commission in effect at the time of design and permitting.

The parties have agreed to an allocation of their respective reserved capacities in the treatment plant and have further agreed to pay to Morrisville Authority certain funds to reimburse Morrisville Authority for the cost of the expansion and upgrading of the treatment plant. The 1977 Treatment Agreement provided that Yardley and Lower Makefield would construct a new 30" relief interceptor and appurtenances ("Delmorr Interceptor"). The Delmorr Interceptor will be owned and maintained jointly by Lower Makefield and Yardley.

The parties have agreed to modify and amend the 1977 Treatment Agreement to provide for accomplishing the above objectives and such other matters as are hereinafter set forth.

1. Reserved Capacity.

Subject to the provisions of this 1991 Amendment Agreement, each party is allocated additional reserved capacity in the expanded treatment plant of 3.1 mgd as follows:

	<u>Additional Capacity (gallons per day)</u>	<u>Percentage of Total Expansion</u>
Morrisville Authority	1,230,000	39.68%
Lower Makefield	1,400,000	45.16%
Yardley Authority	470,000	15.16%

Based upon the current DER rated capacity of 7.1 mgd, total capacity is allocated as follows:

	<u>Total Capacity (gallons per day)</u>	<u>Percentage of Total Capacity</u>
Morrisville Authority	3,103,000 <i>Per Day</i>	43.70%
Lower Makefield	3,097,000	43.62%
Yardley Authority	900,000	12.68%

It is contemplated that the treatment plant will be re-rated at sometime in the future to a capacity of 8.7 mgd at which time, the reserved capacity of the parties in the re-rated treatment plant will be as follows:

	<u>Total Capacity (gallons per day)</u>	<u>Percentage of Total Re-rated Capacity</u>
Morrisville Authority	4,703,000	54.06%
Lower Makefield	3,097,000	35.60%
Yardley Authority	900,000	10.34%

The engineering, legal and other similar costs of re-rating shall be borne by each party in accordance with the reserved capacity in the re-rated plant (8.7 mgd capacity). Any construction costs necessary to achieve the re-rating shall be borne by Morrisville Authority.

2. Project Costs.

The parties have agreed that the total project costs for the upgrading and expansion of the treatment plant is \$10,830,106. Exhibit "A" attached hereto is the Morrisville Authority's

consulting engineer's report itemizing the project costs. Each party has reviewed the report and hereby agrees that it represents the total project costs.

3. Payment of Project Costs.

A. The Morrisville Authority's share of the project cost is \$4,489,915. The Morrisville Authority has initially paid the entire project cost.

B. The Lower Makefield share of the project cost is \$4,608,085. Lower Makefield has periodically made payments towards its share of the project cost. As of the signing of this Agreement, the parties agree that the balance due from Lower Makefield is \$2,176,748. Lower Makefield agrees to deposit in an interest bearing escrow account at the Continental Bank this sum on or before November 15, 1991. Continental Bank shall be authorized to pay over these funds at the time that Morrisville Authority closes on its financing of the project costs. All interest earned on the escrow account shall be paid to Lower Makefield.

C. The Yardley share of the project cost is \$1,732,106. Yardley has paid \$97,210. on account of such sum leaving a balance due of \$1,634,896. Yardley agrees to pay this sum to Continental Bank on or before November 15, 1991. Continental Bank shall be authorized to pay over these funds at the time that Morrisville closes on its financing of the project costs. All interest earned on the escrow account shall be paid to Yardley.

4. Delmorr Interceptor.

The 1977 Treatment Agreement requires Yardley and Lower Makefield to construct a 30" relief interceptor line. The parties agree that Yardley and Lower Makefield will make its best efforts to design, construct and complete this project (the "Delmorr Project") within fifteen (15) months from the execution of this 1991 Amendment Agreement.

Yardley and Lower Makefield will assume the responsibility for the design, construction and completion of the Delmorr Project. Lower Makefield and Yardley have further agreed that they will each share in the project cost based on the following percentages: 80% - Lower Makefield; 20% - Yardley.

Lower Makefield has agreed to finance the project costs. Yardley has agreed to pay on an annual basis its share of the project cost including interest and other costs of financing.

Prior to the commencement of construction, construction plans and specifications shall be submitted to Morrisville Authority for its review and approval, which approval shall not be unreasonably withheld. Yardley and Lower Makefield have agreed that the ownership of the Delmorr Interceptor will remain in Yardley and Lower Makefield in accordance with the aforesaid percentage of participation. Lower Makefield agrees that it will maintain the Delmorr Interceptor. Yardley agrees, on an annual basis, to reimburse Lower Makefield its share of the costs of maintenance.

To the extent permitted by law, Lower Makefield and Yardley jointly and severally, shall defend, indemnify and hold harmless the Morrisville Authority and the Borough of Morrisville, and their Board or Council members, officers, employees, servants, agents, successors and assigns from and against any and all liabilities, claims, demands, lawsuits, actions, causes of action, third party claims, other proceedings, claims of lien, liens, civil or criminal penalties, fines, debts, accounts, damages, losses and other costs and expenses and fees (all of which hereinafter are referred to collectively as "damages") which relate to, arise out of or result from the construction or operation of the South Delmorr Avenue Interceptor, provided that any such damages are (i) attributable to bodily injury to, or sickness, disease or death of, or personal injury other than bodily injury to, any person or persons, including but not limited to employees of Lower Makefield and Yardley, or damage to or destruction of tangible property of whatever kind and nature, and (ii) is caused in whole or in part by either (a) any willful misconduct or negligent acts or omissions of Lower Makefield or Yardley, or any of their officers, employees, servants, agents, contractors, subcontractors or material suppliers of contractors, or anyone acting under or on behalf of Lower Makefield or Yardley in the construction or operation of the South Delmorr Avenue Interceptor, regardless of whether or not it is caused in part by a party indemnified hereunder, or (b) arises out of operation of law as a consequence of any act or omission of Lower Makefield or Yardley,

or any contractor, or any subcontractor or material supplier of any contractor, or anyone acting under or on behalf of Lower Makefield or Yardley, or any of them, in the construction or operation of the South Delmorr Avenue Interceptor, regardless of whether any of them has been negligent.

5. Treatment Plant Operation.

Morrisville Authority is the current owner of the treatment plant and has agreed to assume the responsibility for the operation and maintenance of the treatment plant. Any fines or penalties which are assessed against the parties by any regulatory agency or private citizens suit and which are directly related to the operation of the treatment plant, except as hereinafter provided shall be paid by Morrisville Authority. Each party shall pay its share of any fines or penalties imposed by any regulatory agency or private citizens suit in accordance with the percentage which its reserved capacity bears to the total rated capacity only if the fine, penalty, or private citizens suit is based upon a violation which was beyond the reasonable control of Morrisville Authority, including acts of God, war, strikes, civil strife, or similar unexpected emergencies.

Any fines and penalties that are assessed by any regulatory agency or private citizens suit which are related to any parties exceeding its reserve capacity shall be paid by the party who has exceeded its capacity.

Any fines and penalties which are assessed against any party based on delivery of sewage in violation of the provisions of the 1977 Treatment Agreement and/or this 1991 Amendment Agreement,

DER regulations, EPA regulations, or private citizens suit shall be paid for by the party delivering the sewage. Since fines and penalties will be assessed against the operator of the treatment plant, each party agrees to indemnify Morrisville Authority to the extent that it is responsible for the fines and penalties being assessed.

Morrisville Authority, under the provisions of the 1977 Treatment Agreement, agrees to operate and maintain the treatment plant in good order and pursuant to all applicable regulatory requirements. In the event that future capital expenditures are made necessary by Morrisville Authority's failure to properly maintain the treatment plant, said expenditures shall be the sole responsibility of Morrisville Authority.

6. Capital Expenditures.

On or before November 1 of each year, Morrisville shall supply to Yardley and Lower Makefield a capital improvement budget specifying capital improvements to the plant that it recommends installing for the following year. Such budget shall be accompanied by a detailed engineering report explaining the reasons for the capital improvement.

Yardley and Lower Makefield, within forty-five (45) days from receipt of the capital improvement budget, shall approve or reject the capital improvement budget. The parties, however, shall not unreasonably withhold their approval of the budget. Each party shall be responsible for the payment of its share of the actual cost of completing the capital improvement allocated

in proportion to each party's reserved capacity in the plant.

7. Indemnification.

Each of the parties hereto agrees to indemnify and hold the other parties harmless from any liability, including for the payment of attorney's fees, arising out of the failure of such party to comply with its obligations under the 1977 Agreement, as amended herein.

8. Morrisville Authority's Guaranty to Lower Makefield.

Lower Makefield has agreed to purchase additional capacity from what it was obligated to purchase under the DER consent proceedings and the "Consent Decree". The capacity referred to in this paragraph is included in Lower Makefield's reserved capacity as set forth in Paragraph 1. Lower Makefield has further agreed to reverse the sewage flows from the Heacock Pumping Station to be treated at the Morrisville Authority Plant and in doing so will be making a significant capital investment. Morrisville Authority covenants and agrees that it shall reserve and make available to Lower Makefield the additional capacity of 1.00865 mgd needed to supply the needs of the Heacock Pumping Station reversal and to that extent, will use its reserved capacity, if necessary, to accommodate the needs of the capacity requirements of Lower Makefield, and will further agree to pay to Lower Makefield any damages which Lower Makefield may incur resulting from its failure to make available to Lower Makefield the 1.00865 mgd capacity. Lower Makefield expressly agrees that it will not send any flows to Morrisville Authority by way of the Heacock

Pumping Station prior to the completion and operation of the Delmorr Interceptor.

9. Condition for Lower Makefield's Obligations.

Except for the obligation to design and construct the Delmorr Interceptor as set forth in paragraph 4 above, which the parties agree must be constructed in any event, Lower Makefield's obligations under the provisions of this 1991 Amendment Agreement are conditioned upon receipt of an approval from the Department of Environmental Resources of a 537 Plan proposing to reverse the flows of the Heacock Pumping Station from the Neshaminy Interceptor to the Morrisville Treatment Plant.

10. Audit Report.

Morrisville Authority shall supply to each party to this 1991 Amendment Agreement on or before July 1 of each year an itemized financial statement prepared by its certified public accountant covering the cost of operation of the treatment plant for the prior calendar year.

11. Access to Plant.

Morrisville Authority agrees that representatives of Lower Makefield and Yardley shall have access to the Morrisville Authority's sewage treatment plant at reasonable times.

12. Insurance Provisions.

Morrisville Authority covenants and agrees to maintain in effect at all times during the term hereof insurance against such risks and in such amounts as are usual with respect to similar properties as provided for in Morrisville Authority's 1977 Trust Indenture.

13. Resolution of Disputes.

Any dispute, controversy or claim arising out of or relating to this 1991 Amendment Agreement, or the breach thereof, shall be submitted by the parties to a mutually acceptable sole arbitrator, to be settled by arbitration in accordance with the Uniform Arbitration Act of the Commonwealth of Pennsylvania, 42 Pa.C.S.A. §7301, et seq. If the parties cannot agree upon a person to act in the capacity of arbitrator within twenty (20) days of a formal demand for arbitration of a dispute, controversy or claim, then either party may request any Judge of the Court of Common Pleas of Bucks County, Pennsylvania to select a disinterested member of the bar of Bucks County, Pennsylvania to act in the capacity of sole arbitrator for the resolution of such dispute, controversy or claim. Each party shall pay its own expenses of arbitration, and the expense of the sole arbitrator shall be divided equally between or among the parties.

14. No Waiver of Rights.

The failure of any party hereto to insist upon strict performance of this 1991 Amendment Agreement or any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

15. Integration Clause.

This 1991 Amendment Agreement constitutes an amendment to the 1977 Treatment Agreement and to the extent that the provisions of the 1977 Treatment Agreement are not amended herein, that Agreement remains in full force and effect. This 1991 Amendment Agreement may only be modified, supplemented or amended by a written agreement signed by all parties hereto.

16. Severability.

Should any one or more of the provisions of this 1991 Amendment Agreement for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this 1991 Amendment Agreement; and this 1991 Amendment Agreement shall in all circumstances be construed and enforced as if such illegal or invalid provision had not been contained herein.

17. Transferability.

If any one of Lower Makefield, Yardley or Morrisville Authority shall at any future time transfer its respective sewer system to its incorporating municipality whether by lease, deed or otherwise, then this 1991 Amendment Agreement shall likewise be assigned and upon such assignment their respective assignees shall be subject to all of the above obligations and shall be entitled to receive all of the rights and benefits of this 1991 Amendment Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this 1991 Amendment Agreement to be executed by a duly authorized officer, and its corporate seal to be affixed hereto and attested by its Secretary, the day and year first above written.

THE MUNICIPAL AUTHORITY OF
THE BOROUGH OF MORRISVILLE

BY: Joseph F. Catania
Chairman

Attest:

John J. Hartley
Secretary

TOWNSHIP OF LOWER MAKEFIELD

BY: Patricia A. Lebe
Chairman

Attest:

James M. Hodshalk
Secretary

THE MUNICIPAL SEWER AUTHORITY OF
THE TOWNSHIP OF LOWER MAKEFIELD

BY: John Richards
Chairman

Attest:

John Richards
Secretary

YARDLEY BOROUGH SEWER AUTHORITY

BY: John W. Hoffman
Chairman

Attest:

John W. Hoffman
Secretary

APPENDIX I – SUMMARY OF PUMPING STATIONS

**Lower Makefield Township, Bucks County
Summary of Pump Stations**

Sewer Service Area	Pump Station Name	Pump Station Location	Number of Pumps	Annual Average Permitted Capacity (gpd)		Maximum Pumping Capacity (gpm)	Water Quality Management Permit Number
Neshaminy Interceptor Service Area	Chanticleer	Dyers Lane	2	16,903		49.3	
	Brookstone	Lynbrook Drive	2	25,269		73.7	
	Yardley Oaks (Oxford Glen)	Acorn Drive and Woodview Drive	2	48,420		134.5	0979463
	Farmview (Kimbles Field)	S. Kimbles Road	2	59,868		166.3	0992403
Morrisville Service Area	Silver Lake	Oxford Road	3	523,584	*	909	
	Black Rock Road	Black Rock Road and Ivy Lane	2	345,024	*	599	
	Sherwood	Essex Lane	2	278,726	*	483.9	
	Stackhouse	Stackhouse Drive	2	10,000		102	
	Heacock Road	Heacock Road	2	398,189	*	691.3	0980427
Yardley Service Area	Clearview	Taylorsville Road	2	93,785		254	0976423
	Maplevale	Maplevale Drive	2	32,760		91	
	Fox Hill	Schuyler Drive	2	86,363		233.9	0977406
	Yardley Estates	Remington Drive and Fox Hollow Drive	2	90,831		246	0985439
	Mill Road Estates	Hearthstone Drive	2	25,680		74.9	0997405

Maximum pumping capacity determined by pump drawdown tests

*Annual Average Permit capacity based on peak factor of 2.5 at time of permit issuance

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT

NO. 0976423

MITTEE (Name and Address) Municipal Sewer Authority of the Township Of Lower Makefield 1100 Edgewood Road Yardley, PA 19067		B PROJECT LOCATION Municipality <u>Twp. of Lower Makefield</u> County <u>Bucks County</u>	
TYPE OF FACILITY OR ESTABLISHMENT Sanitary Sewer Extension		D. NAME OF MINE, OPERATION OR AREA SERVED Centennial Village Development	
THIS PERMIT APPROVES Plans For Construction of		2. The Discharge of: <u>N/A</u>	
a. <input checked="" type="checkbox"/> PUMP STATIONS; SEWERS AND APPURTENANCES b. <input type="checkbox"/> SEWAGE TREATMENT FACILITIES c. <input type="checkbox"/> MINE DRAINAGE TREATMENT FACILITIES d. <input type="checkbox"/> INDUSTRIAL WASTE TREATMENT FACILITIES e. <input type="checkbox"/> OUTFALL & HEADWALL f. <input type="checkbox"/> STREAM CROSSING		a. <input type="checkbox"/> TREATED <input type="checkbox"/> UNTREATED b. <input type="checkbox"/> INDUSTRIAL WASTE <input type="checkbox"/> MINE DRAINAGE <input type="checkbox"/> SEWAGE	
		3. The Operation of: <u>N/A</u> <input type="checkbox"/> MINE MAXIMUM AREA TO BE DEEP MINED _____ <input type="checkbox"/> DAM	
		4. An Erosion and Sedimentation Control Plan <input checked="" type="checkbox"/> PROJECT AREA IS <u>56.22</u> ACRES.	
		5. Nature of Discharge or Impoundment: <u>N/A</u> <input type="checkbox"/> DISCHARGE TO SURFACE WATER <input type="checkbox"/> DISCHARGE TO GROUND WATER <input type="checkbox"/> IMPOUNDMENT (Name of Stream to which discharged or drainage area on which ground water discharge takes place or impoundment is located).	

You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following :

All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. 0976423 dated 5/10/76), and amendments dated 6/12/76

Such application, its supporting documents and amendments are hereby made a part of this permit.

Conditions numbered 1 thru 9, 11 thru 14, 21, 22, 30, 31 of the Sewerage Standard Conditions dated 1972

which conditions are attached hereto and are made a part of this permit.

Special condition(s) designated This permit is also subject to the Standard Conditions Relating to Erosion Control (1973). which are attached hereto and are made a part of this permit.

Authority granted by this permit is subject to the following further qualifications:

If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.

Failure to comply with the Rules and Regulations of the Department or the terms or conditions of this permit shall constitute a violation of the authority given to the permittee by the issuance of the permit.

This permit is issued pursuant to the Clean Streams Law, The Act of June 22, 1937, P.L. 1937 as amended and/or the Obstruction Act of June 25, 1913, P.L. 555 as amended.

Issuance of this permit shall not relieve the permittee of any responsibility under any other law.

This permit must be recorded in the Recorder of Deeds Office in Bucks County.
PERMIT ISSUED DEPARTMENT OF ENVIRONMENTAL RESOURCES

8-20-76

BY C.T. Beechwood
C.T. Beechwood
Regional Sanitary Engineer
TITLE _____

STATE OF PENNSYLVANIA }
COUNTY OF MONTGOMERY } SS

On the 23rd day of August in the
year one thousand nine hundred and seventy-six before
me, the Subscriber, a Notary Public, came the above named

C.T. Beechwood

and duly acknowledged the foregoing permit to be his act and deed and
desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year afore-
said.

John F. Daley
NOTARY PUBLIC

**Lower Makefield Township, Bucks County
Summary of Pump Stations**

Sewer Service Area	Pump Station Name	Pump Station Location	Number of Pumps	Annual Average Permitted Capacity (gpd)		Maximum Pumping Capacity (gpm)	Water Quality Management Permit Number
Neshaminy Interceptor Service Area	Chanticleer	Dyers Lane	2	16,903		49.3	
	Brookstone	Lynbrook Drive	2	25,269		73.7	
	Yardley Oaks (Oxford Glen)	Acorn Drive and Woodview Drive	2	48,420		134.5	0979463
	Farmview (Kimbles Field)	S. Kimbles Road	2	59,868		166.3	0992403
Morrisville Service Area	Silver Lake	Oxford Road	3	523,584	*	909	
	Black Rock Road	Black Rock Road and Ivy Lane	2	345,024	*	599	
	Sherwood	Essex Lane	2	278,726	*	483.9	
	Stackhouse	Stackhouse Drive	2	10,000		102	
	Heacock Road	Heacock Road	2	398,189	*	691.3	0980427
Yardley Service Area	Clearview	Taylorsville Road	2	93,785		254	0976423
	Maplevale	Maplevale Drive	2	32,760		91	
	Fox Hill	Schuyler Drive	2	86,363		233.9	0977406
	Yardley Estates	Remington Drive and Fox Hollow Drive	2	90,831		246	0985439
	Mill Road Estates	Hearthstone Drive	2	25,680		74.9	0997405

Maximum pumping capacity determined by pump drawdown tests

*Annual Average Permit capacity based on peak factor of 2.5 at time of permit issuance

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT

NO. 0976423

MITTEE (Name and Address) Municipal Sewer Authority of the Township Of Lower Makefield 1100 Edgewood Road Yardley, PA 19067	B PROJECT LOCATION Municipality <u>Twp. of Lower Makefield</u> County <u>Bucks County</u>
TYPE OF FACILITY OR ESTABLISHMENT Sanitary Sewer Extension	D. NAME OF MINE, OPERATION OR AREA SERVED Centennial Village Development

THIS PERMIT APPROVES Plans For Construction of a. <input checked="" type="checkbox"/> PUMP STATIONS; SEWERS AND APPURTENANCES b. <input type="checkbox"/> SEWAGE TREATMENT FACILITIES c. <input type="checkbox"/> MINE DRAINAGE TREATMENT FACILITIES d. <input type="checkbox"/> INDUSTRIAL WASTE TREATMENT FACILITIES e. <input type="checkbox"/> OUTFALL & HEADWALL f. <input type="checkbox"/> STREAM CROSSING	2. The Discharge of: <u>N/A</u> a. <input type="checkbox"/> TREATED <input type="checkbox"/> UNTREATED b. <input type="checkbox"/> INDUSTRIAL WASTE <input type="checkbox"/> MINE DRAINAGE <input type="checkbox"/> SEWAGE	3. The Operation of: <u>N/A</u> <input type="checkbox"/> MINE MAXIMUM AREA TO BE DEEP MINED _____ <input type="checkbox"/> DAM 4. An Erosion and Sedimentation Control Plan <input checked="" type="checkbox"/> PROJECT AREA IS <u>56.22</u> ACRES.
5. Nature of Discharge or Impoundment: <u>N/A</u> <input type="checkbox"/> DISCHARGE TO SURFACE WATER <input type="checkbox"/> DISCHARGE TO GROUND WATER <input type="checkbox"/> IMPOUNDMENT (Name of Stream to which discharged or drainage area on which ground water discharge takes place or impoundment is located).		

You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following :

All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. 0976423 dated 5/10/76), and amendments dated 6/12/76

Such application, its supporting documents and amendments are hereby made a part of this permit. Conditions numbered 1 thru 9, 11 thru 14, 21, 22, 30, 31 of the Sewerage Standard Conditions dated 1972

which conditions are attached hereto and are made a part of this permit. Special condition(s) designated This permit is also subject to the Standard Conditions Relating to Erosion Control (1973). which are attached hereto and are made a part of this permit.

Authority granted by this permit is subject to the following further qualifications:

If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply. Failure to comply with the Rules and Regulations of the Department or the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit. This permit is issued pursuant to the Clean Streams Law, The Act of June 22, 1937, P.L. 1937 as amended and/or the Obstruction Act of June 25, 1913, P.L. 555 as amended. Issuance of this permit shall not relieve the permittee of any responsibility under any other law.

This permit must be recorded in the Recorder of Deeds Office in Bucks County.
 PERMIT ISSUED 8-20-76
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 BY C.T. Beechwood
 C.T. Beechwood
 Regional Sanitary Engineer
 TITLE _____

STATE OF PENNSYLVANIA }
COUNTY OF MONTGOMERY } SS

On the 23rd day of August in the
year one thousand nine hundred and seventy-six before
me, the Subscriber, a Notary Public, came the above named

C.T. Beechwood

and duly acknowledged the foregoing permit to be his act and deed and
desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year afore-
said.

John F. Daley
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA



DEPARTMENT OF ENVIRONMENTAL RESOURCES
1875 New Hope Street
Norristown, Pennsylvania 19401
215 631-2405

LOWER MAKEFIELD TWP.
YARDLEY, PENNA.

1977 APR 29 PM 1 56

RECEIVED

April 28, 1977

The Municipal Authority of the Township of
Lower Makefield
1100 Edgewood Road
Yardley, PA 19067

Attention: Dan Wettlin, Jr.
Chairman

Re: Sewerage Permit No. 0977406
Lower Makefield Township Municipal Sewer
Authority
Lower Makefield Township, Bucks County

Gentlemen:

Above referenced permit is enclosed.

Please study the permit carefully and direct any questions to the Facilities Section
of this office.

To become operative this permit must be recorded in the Office of the Recorder of
Deeds in the county in which the discharge is located. Enclosed is a certificate and
pre-addressed envelope for this purpose. Please have the Recorder of Deeds accomplish
the certificate and return it within ten (10) days.

Very truly yours,

C.T. Beechwood
Regional Sanitary Engineer

Enclosures: Permit
Standard Conditions Relating to Sewerage
Standard Conditions Relating to Erosion Control
Recorder of Deeds Certificate with envelope
Notary Public Certificate
Special Conditions

CC: 30 day hold
Regional File
Central Files (WQM)
Gannett, Fleming, Corddry & Carpenter, Inc. (includes Const. Rept. forms)
B.C.H.D.

CTE/JN/lm

Cantebury

NO. 0977406

WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address) The Municipal Authority of the Township of Lower Makefield 1100 Edgewood Road Yardley, PA 19067	B. PROJECT LOCATION Municipality <u>Lower Makefield Township</u> County <u>Bucks</u>
C. TYPE OF FACILITY OR ESTABLISHMENT sanitary sewer extension	D. NAME OF MINE, OPERATION OR AREA SERVED Cantebury Estates

HIS PERMIT APPROVES Plans For Construction of a. <input checked="" type="checkbox"/> XXXXXX SEWERS AND APPURTENANCES b. <input type="checkbox"/> SEWAGE TREATMENT FACILITIES c. <input type="checkbox"/> MINE DRAINAGE TREATMENT FACILITIES d. <input type="checkbox"/> INDUSTRIAL WASTE TREATMENT FACILITIES e. <input type="checkbox"/> OUTFALL & HEADWALL f. <input checked="" type="checkbox"/> STREAM CROSSING	2. The Discharge of: <u>N/A</u> a. <input type="checkbox"/> TREATED <input type="checkbox"/> UNTREATED b. <input type="checkbox"/> INDUSTRIAL WASTE <input type="checkbox"/> MINE DRAINAGE <input type="checkbox"/> SEWAGE 5. Nature of Discharge or Impoundment: <input type="checkbox"/> DISCHARGE TO SURFACE WATER <input type="checkbox"/> IMPOUNDMENT (Name of Stream to which discharged or drainage area on which ground water discharge takes place or impoundment is located).	3. The Operation of: <u>N/A</u> <input type="checkbox"/> MINE MAXIMUM AREA TO BE DEEP MINED _____ <input type="checkbox"/> DAM 4. An Erosion and Sedimentation Control Plan <input checked="" type="checkbox"/> PROJECT AREA IS <u>71.1</u> ACRES.
--	--	--

You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following:

All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. 0977406 dated January 27, 1977), and amendments dated March 24, 1977 application, its supporting documents and amendments are hereby made a part of this permit.

Standard Conditions numbered 1 thru 9, 11 thru 14, 21, 22, 30, 31, 32 and 33 of the Standard Conditions dated 1972 which conditions are attached hereto and are made a part of this permit.

Special condition(s) designated 1 thru 5 This permit is also subject to the Standard which are attached hereto and are made a part of this permit. Conditions Relating to Erosion Control (1973).

Authority granted by this permit is subject to the following further qualifications:

If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.

Failure to comply with the Rules and Regulations of the Department or the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.

This permit is issued pursuant to the Clean Streams Law, The Act of June 22, 1937, P.L. 1987 as amended and/or the Water Obstruction Act of June 25, 1913, P.L. 555 as amended.

Issuance of this permit shall not relieve the permittee of any responsibility under any other law.

This permit must be recorded in the Recorder of Deeds office in Bucks County.

PERMIT ISSUED 4-26-77 BY C.T. Beechwood
 REGIONAL SANITARY ENGINEER

SEWERAGE PERMIT NO. 0977406

Municipal Authority of the Township of Lower Makefield

This Permit is subject to the following Special Conditions:

- The stream bed shall not be used as a roadway for moving machinery from one site to another. Temporary stream crossings must be provided for equipment that must cross the stream during construction. Structures are to be removed and the stream bed returned to its original condition when the project is completed.
2. Siltation control shall be provided during construction and bank stabilization shall be undertaken by planting of grasses, shrubbery, or trees immediately after completion of each phase of the project.
3. When channel changes occur, the stream bed shall not exceed the original width and if a greater cross sectional area is required, an elevated flood plain must be put into use.
4. All material and debris removal from the stream bed shall be moved entirely out of the flood plain area.
5. A permit must be secured from the Pennsylvania Fish Commission in Harrisburg, if the use of explosives is required: P.F.C. Waterways Patrolman, Jay Johnston, Box 83, R.D. No. 1, New Hope, Pa., 18938 must be notified when the project is started, when explosives are to be used, and when the project is completed for final inspection.

The Municipal Authority of the Township of
Lower Makefield
1100 Edgewood Road
Yardley, PA 19067
Permit #0977406
Lower Makefield Township, Bucks County

Commonwealth of Pennsylvania
Department of Environmental Resources

RECORDER OF DEEDS CERTIFICATE

I hereby certify that on (Date)

there was recorded in Book

page the sewerage permit issued

to

bearing date of

Recorder of Deeds for

. County

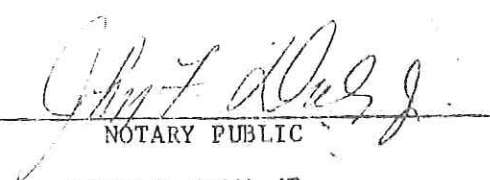
STATE OF PENNSYLVANIA }
COUNTY OF MONTGOMERY } SS

On the 26th day of April in the
year one thousand nine hundred and Seventy-seven before
me, the Subscriber, a Notary Public, came the above named

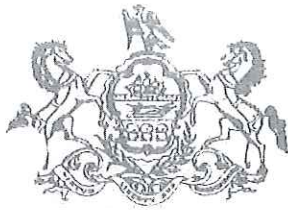
C.T. Beechwood

and duly acknowledged the foregoing permit to be his act and deed and
desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year afore-
said.


NOTARY PUBLIC

JOHN F. DALY, JR.
Notary Public, Herristown Boro, Montg. Co.
My Commission Expires August 16, 1980.



COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 1875 New Hope Street
 Norristown, PA 19401
 215 631-2411



September 27, 1983

The Municipal Sewer Authority of
 the Township of Lower Makefield
 1100 Edgewood Road
 Yardley, Pennsylvania 19067

Attention: Mr. William A. Turner
 Chairman

Re: Sewerage Permit No. 0980427 (Amendment)
 Heacock Meadows II Development
 The Municipal Sewer Authority of the
 Township of Lower Makefield
 Lower Makefield Township, Bucks County

Gentlemen:

On September 15, 1983 we received from CKS Engineers Inc. on behalf of The Municipal Sewer Authority of the Township of Lower Makefield a request to revise the subject permit. Revised plans were submitted for review and approval of alignment changes to the sewer collection system serving Heacock Square Townhouses, a portion of the Heacock Meadows development.

We have reviewed the plans and find them to be technically adequate and you are hereby notified that Permit No. 0980427 is amended subject to the provisions and conditions therein.

Very truly yours,

Joseph A. Feola

JOSEPH A. FEOLA
 Regional Water Quality Manager

LTG:WM:smc:lp

cc: Bucks County Health Department
 GKS Engineers Inc.
 Permits & Compliance
 Re 30 4SMC31

RECEIVED
 10 OCT 5 AM 10 39
 LOWER MAKEFIELD TWP
 YARDELY, PENNA.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT

NO. 0980427

<p>A. PERMITTEE: (Name and Address) The Municipal Sewer Authority of the Township of Lower Makefield 1100 Edgewood Road Yardley, PA 19067</p>	<p>B. PROJECT LOCATION Municipality <u>Lower Makefield Township</u> County <u>Bucks County</u></p>
<p>C. TYPE OF FACILITY (For industrial wastes; type of establishment) Sanitary Sewer Extension</p>	<p>D. NAME OF MINE, PLANT, AREA SERVED, OUTFALL NO., ETC. Heacock Meadows Subdivision</p>

E. THIS PERMIT APPROVES:	<p>1. Plans For Construction Of:</p> <p>a. <input checked="" type="checkbox"/> Pump Stations; Sewers and Appurtenances b. <input type="checkbox"/> Sewage Treatment Facilities c. <input type="checkbox"/> Industrial Wastes Treatment Facilities</p> <p>d. <input type="checkbox"/> Mine Drainage Treatment Facilities e. <input type="checkbox"/> Outfall & Headwall f. <input type="checkbox"/> Stream Crossing g. <input type="checkbox"/> Impoundment</p>
	<p>2. <u>N/A</u> The Discharge Of: a. <input type="checkbox"/> Treated b. <input type="checkbox"/> Untreated c. <input type="checkbox"/> Sewage d. <input type="checkbox"/> Industrial Wastes</p>
	<p>3. <u>N/A</u> Discharge To: a. <input type="checkbox"/> Surface Water</p> <p style="margin-left: 100px;">b. <input type="checkbox"/> Ground Water</p> <p style="margin-left: 100px;">Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located, _____</p>
	<p>4. The Operation of a Mine <input type="checkbox"/> <u>N/A</u> Maximum Area to be Deep Mined _____ Acres</p> <p>5. An Erosion and Sedimentation Control Plan <input checked="" type="checkbox"/> Project Area is <u>62</u> Acres</p>

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 0980427 DATED June 3, 1980 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED _____. SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.
2. CONDITIONS NUMBERED 1 thru 9, 11 thru 11, 21, 22, 30 and 31 OF THE Sewerage STANDARD CONDITIONS DATED 1972 AND CONDITIONS NUMBERED 1 thru 20 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1973 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT.
3. SPECIAL CONDITIONS DESIGNATED _____ WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

This permit must be recorded in the Recorder of Deeds Office in Bucks County.

G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

1. IF THERE IS A CONFLICT BETWEEN THE APPLICATION ON ITS SUPPORTING DOCUMENTS AND AMENDMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.
2. FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.
3. THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, ACT OF JUNE 22, 1937, P.L. 1987 AS AMENDED 35 P.S. § 691.1 ET SEQ. AND/OR THE WATER OBSTRUCTION ACT, ACT OF JUNE 25, 1913, P.L. 555 AS AMENDED 32 P.S. § 681 ET SEQ. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW

<p>PERMIT ISSUED</p> <p>DATE <u>June 24, 1980</u> JM69</p>	<p>DEPARTMENT OF ENVIRONMENTAL RESOURCES</p> <p>BY <u>Richard L. Hinkle</u> Richard L. Hinkle Regional Water Quality Manager in Charge</p>	<p>D2388-432</p>
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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

STANDARD CONDITIONS RELATING TO SEWERAGE - 1972

ONE: All relevant and non-superseded conditions of prior sewerage or water quality management permits or orders issued to the herein named permittee or his predecessor shall continue in full force and effect and together with the provisions of this permit shall apply to his successors, lessees, heirs, and assigns.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive written approval thereof from the Department. The sewerage facilities shall be constructed under expert engineering supervision and competent inspection.

THREE: Sewers herein approved shall have tight, well-fitting joints, shall be laid with straight alignment and grade and shall have smooth interior surfaces. The sewers shall have adequate foundation support as soil conditions require. Special care shall be taken in construction of sewers under deep or shallow cover and under other conditions which impose extra hazards to sewer stability. Trenches shall be back-filled such that the sewers will have proper structural stability, with minimum setting and adequate protection against breakage. Concrete used in connection with these sewers shall be protected until cured from injury by water, freezing, drying or other harmful conditions.

FOUR: Manholes shall be placed and constructed as shown upon the herein approved plans except, that if not already so provided, they shall be placed on all sewers at junctions, at each change in grade or alignment, at summit ends, and upon straight lines at intervals not exceeding four hundred feet, or wherever necessary to permit satisfactory entrance to and maintenance of the sewers; manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewerage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of street wash or grit, and to provide convenient and safe means of access and maintenance.

FIVE: No storm water from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers herein approved.

SIX: Attention is directed to the necessity of having a qualified person make a proper study of all industrial wastes discharging or proposed for discharge to the public sewer systems, to determine what degree of preliminary treatment is necessary before these waste may be discharged to the sewer system so that the wastes will not prejudicially affect the sewerage structure or their functioning or the process of sewage treatment.

SEVEN: The permittee shall adopt and enforce an ordinance or otherwise require all occupied buildings on premises accessible to a public sewer used in conformity with the requirements of State Law, to be connected thereto; also require the abandonment of privies, cesspools or similar receptacle for human excrement on said premises.

EIGHT: The herein approved and previously constructed sewers shall be maintained in good condition, by repair when necessary and kept free from deposits by flushing or other proper means of cleaning.

NINE: The permittee shall file with the Department of Environmental Resources a satisfactory record or detail plans showing the correct plan of all sewers and sewerage structures as actually constructed together with any other information in connection therewith that may be required.

TEN: The outfall sewer or drain shall be extended to low water mark of the receiving body of water in such a manner as to insure the satisfactory dispersion of its effluent thereinto; insofar as practicable it shall have its outlet submerged; and shall be constructed of cast iron, concrete, or other material approved by the Department; and shall be so protected against the effects of flood water, ice, or other hazards as to reasonably insure its structural stability and freedom from stoppage.

ELEVEN: The permittee shall secure any necessary permission from the proper federal authority for any outfall or sewerage treatment structure which discharges into or enters navigable waters and shall obtain approval of any stream crossing encroachment or change of natural stream conditions coming within the jurisdiction of the Department.

TWELVE: If at any time the sewerage facilities of the permittee, or any part thereof, or the discharge of the effluent therefrom, shall have created a public nuisance, or such discharge is causing or contributing to pollution of the waters of the Commonwealth, the permittee shall forthwith adopt such remedial measures as are acceptable to the Department.

THIRTEEN: Nothing herein contained shall be construed to be an intent on the part of the Department to approve any act made or to be made by the permittee inconsistent with the permittee's lawful powers or with existing laws of the Commonwealth regulating stream pollution and the practice of professional engineering, nor shall this permit be construed to sanction any act otherwise forbidden by any of the laws of the Commonwealth of Pennsylvania or of the United States.

FOURTEEN: The approval herein given is specifically made contingent upon the permittee acquiring all necessary rights by easement or otherwise as required, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along, or across private property, with full rights of ingress, egress and regress.

FIFTEEN: When the herein approved sewage treatment works is completed and before it is placed in operation, the permittee shall notify the Department in writing so that an inspection of the works may be made by a representative of the Department.

SIXTEEN: The various structures and apparatus of the sewage treatment works herein approved shall be maintained in proper condition so that the facilities will individually and collectively perform the functions for which they were designed.

SEVENTEEN: The screenings and sludge shall be so handled that nuisance is not created and shall be disposed of in a sanitary manner satisfactory to the Department.

EIGHTEEN: The permittee shall keep records of operation and efficiency of the waste treatment works and shall submit to the Department, promptly at the end of each month, such report thereon as may be required by the Department.

NINETEEN: The sewage treatment works shall be operated by a competent person or persons. In this connection attention is directed to the necessity for expert advice and supervision over the operation of the sewage treatment works in order to secure efficiency of operation and protection of the waters of the Commonwealth. To this end the permittee shall place the operation of the sewage treatment works under the control of the designer of the works or some other person expert in the operation of sewage treatment works, for at least one year after completion thereof and report submitted. The sewage treatment works shall be operated by a operator certified in accordance with the Sewage Treatment Plant and Water Works Operators Certification Act, Act No. 322 approved November 18, 1968 as amended.

TWENTY: The right to discharge the effluent from the herein approved sewage treatment works into the waters of the Commonwealth is contingent upon such operation of these works as will at all times produce an effluent of a quality satisfactory to the Department. If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory for such discharge, then upon notice by the Department the right herein granted to discharge such effluent shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory for discharge into the said receiving body of water.

TWENTY-ONE: The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air, and to the highly toxic character of certain gases arising from such digestion or from sewage in insufficiently ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion, or danger from toxic gases may occur, the permittee shall post conspicuously proper warnings of a permanent and easily legible character and shall provide for the thorough instruction of all employes concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.

TWENTY-TWO: Cross connections between a potable water supply and a sewerage system constitute a potential danger to the public health. Therefore, all direct and indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply, from any unit of the sewage treatment works, or by any appurtenance thereof or from any part of a sewerage system, are hereby specifically prohibited. The permittee is further warned against permitting to be made permanent any temporary connection with a potable supply designed to be held in place while being used for flushing or other purposes, and is also cautioned against the danger of back siphonage through portable hose lines and similar avenues of possible contamination.

TWENTY-THREE: Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of Fecal Coliform organisms as a geometric average value nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.

TWENTY-FOUR: The approval herein granted for sewers is limited to the right to construct the sewers, but approval of connection there to is specifically withheld until such time approval for use thereof is granted by the Department.

TWENTY-FIVE: The attention of the permittee is directed to the fact that the effluent from the herein approved sewage treatment works is discharged to a dry stream normally without the benefit of dilution. If the effluent creates a health hazard or nuisance, the permittee shall upon notice from the Department of Environmental Resources, provide such additional treatment as may be required by the Department.

TWENTY-SIX: This permit authorized the construction and operation of the proposed sewerage facilities during the interim period from the effective date hereof until facilities for conveyance and treatment at a more suitable location, in accordance with either an Official Plan (as defined in the Act of January 24, 1966, P. L. 1535, The Pennsylvania Sewage Facilities Act) or the Department's Rules and Regulations. Title 25, Part 1, Subpart C, Article II, Section 91.31, are installed and are capable of receiving and treating the permittee's sewage. When such municipal sewerage facilities become available the permittee shall provide for the conveyance of its sewage to these sewerage facilities, abandon the use of the herein-approved facilities, and notify the Department accordingly. This permit shall then, upon notice from the Department, terminate and become null and void, and shall be relinquished to the Department.

TWENTY-SEVEN: The plant hereby approved is required to effect secondary treatment of the sewage which it receives. Secondary treatment is that treatment that will reduce the organic waste load as measured by the biochemical oxygen demand test by at least 85% during the period May 1 to October 31 and by at least 75% during the remainder of the year based on a five consecutive day average of values; will remove practically all of the suspended solids; will provide effective disinfection to control disease producing organisms; will provide satisfactory disposal of sludge; and will reduce the quantities of oil, greases, acids, alkalis, toxic, taste and odor producing substances, color, and other substances inimical to the public interest to levels that will not pollute the receiving stream.

TWENTY-EIGHT: Records of the operation of the single residence sewage treatment works as the State Department of Environmental Resources may deem necessary for the proper control of the operation of the treatment works shall be kept on forms satisfactory to the Department and shall be filed in the Regional Office of the Department at intervals as specified.

TWENTY-NINE: The permittee shall submit to the Department by March 31 of each year a report showing the hydraulic and organic load compared to the design load and the expected load for a period of five years hence.

THIRTY: The permittee shall prohibit additional connections to a sewer system or load from being placed upon a sewage treatment plant when the plant capacity will be exceeded within five years unless steps have been taken to enlarge the plant within that time.

THIRTY-ONE: The permittee shall take the necessary measures for the construction of sewerage facilities in a manner compatible with good conservation methods to minimize the effect on the environment, the regimen of the stream bed or channel, and to prevent sediment and pollutants from entering the waters of the Commonwealth.

THIRTY-TWO: The local waterways patrolmen of the Pennsylvania Fish Commission shall be notified when the construction of the stream crossing and outfall is started and completed. A permit must be secured from the Pennsylvania Fish Commission if the use of explosives is required. The permittee shall notify the local waterways patrolmen when explosives are to be used.

THIRTY-THREE: If future operations by the Commonwealth of Pennsylvania require modification of the stream crossing and/or outfall or there shall be unreasonable obstruction to the free passage of floods or navigation, the permittee shall remove or alter the structural work or obstruction without expense to the Commonwealth of Pennsylvania. If upon the revocation of the permit, the work shall not be completed, the permittee, at his own expense and in such time and manner as the Department may require, shall remove any or all portions of the incompleated work and restore the watercourse to its former condition. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
STANDARD CONDITIONS RELATING TO EROSION CONTROL
For use in Water Quality Management Permits

1973

General

1. By approval of the plans for which this permit is issued, neither the Department nor the Commonwealth of Pennsylvania assumes any responsibility for the feasibility of the plans or the operation of the measures and facilities to be constructed thereunder.
2. All relevant conditions of any prior water quality management permits, decrees, or orders issued to the herein permittee or his predecessor shall be continued in full force and effect unless explicitly superseded by this permit. The provisions of this permit shall apply to the permittee's successors, lessees, heirs and assigns.
3. The responsibility for the carrying out of the conditions of this permit shall rest upon the owner, lessee, assignee, or other party in responsible managerial charge of the earthmoving affecting the runoff and of the erosion control facilities herein approved, such responsibility passing with each succession in said control. Approval of measures and facilities under a permit shall not be effective as to a new owner until a transfer has been executed and filed on forms provided by the Department and the transfer is approved by the Department.
4. The permittee shall secure any necessary permission from the proper federal authority for any outfall or structure which discharges into or enters navigable waters.
5. In order to avoid obsolescence of the plans of erosion control measures and facilities, the approval of the plans herein granted, and the authority granted in the permit, if not specifically extended, shall cease and be null and void two years from the date of this permit unless the erosion control measures and facilities covered by said plans shall have been completed and placed in operation on or before that date. Also, cancellation of permits by the Regional Sanitary Engineer or Water Quality Manager may be possible six months after construction has ended.
6. Approval of plans refers to functional design and not constructional stability, which is assumed to be sound and in accordance with good structural design. Failure of the measures and facilities herein approved because of faulty structural design or poor construction will render the permit void.
7. If at any time the activities undertaken pursuant to this permit or the discharge of the effluent therefrom is causing or contributing to pollution of the waters of the Commonwealth, the permittee shall forthwith adopt such remedial measures as are acceptable to the Department.
8. The Clean Streams Law and the Regulations promulgated thereunder are incorporated into and made part of this permit.
9. The permittee shall have his erosion control plan available at the site of the activity at all times.

Construction

10. At least seven days before earthmoving will begin, the permittee, by certified mail, shall notify the Regional Sanitary Engineer or Water Quality Manager of the date for beginning of construction.
11. All earthmoving activities shall be undertaken in such a manner as to minimize the areal extent of disturbed land.
12. All surface water upslope of the project area shall be kept away by diverting the water around the project area.
13. The erosion control measures and facilities shall be constructed under expert professional supervision and competent inspection, and in accordance with plans, designs, and other data as herein approved or amended, and with the conditions of this permit.
14. No radical changes shall be made in the measures and facilities herein approved without approval of the Department. Revisions which do not change the control measures and facilities or the points of discharge may be approved by the Regional Sanitary Engineer or Water Quality Manager upon submission of plans. Other revisions must be approved by a permit.
15. When the herein approved erosion control measures and facilities are completed, the permittee shall notify the Department so that an inspection of the measures and facilities may be made by a representative of the Department.

Operation and Maintenance

16. No storm water, sewage or industrial wastes not specifically approved herein, shall be admitted to the measures and facilities for which this permit is issued, unless with the approval of the Department.
17. The erosion control measures and facilities herein approved shall be maintained in proper condition so that they will individually and collectively perform the functions for which they were designed. In order to insure the efficacy and proper maintenance of the measures and facilities, the permittee shall make periodic inspections at sufficiently frequent intervals to detect any impairment of the structural stability, adequate capacity, or other requisites of the herein approved measures and facilities which might impair their effectiveness, and shall take immediate steps to correct any such impairment found to exist.
18. Sediment shall at no time be permitted to accumulate in sedimentation basins to a depth sufficient to limit storage capacity or interfere with the settling efficiency thereof. Any such material removed shall be handled and disposed of so that a problem is not created and so that every reasonable and practical precaution is taken to prevent the said material from reaching the waters of the Commonwealth.
19. All slopes, channels, ditches or any disturbed area shall be stabilized as soon as possible after the final grade or final earthmoving has been completed. Where it is not possible to permanently stabilize a disturbed area immediately after the final earthmoving has been completed or where the activity ceases for more than 20 days, interim stabilization measures shall be implemented promptly.
20. Upon completion of the project, all areas which were disturbed by the project shall be stabilized so that accelerated erosion will be prevented. Any erosion and sedimentation control facility required or necessary to protect areas from erosion during the stabilization period shall be maintained until stabilization is completed. Upon completion of stabilization, all unnecessary or unusable control measures and facilities shall be removed, the areas shall be graded and the soils shall be stabilized.

D2388- 438

STATE OF PENNSYLVANIA > SS
COUNTY OF MONTGOMERY

On the 24th day of June in the
year one thousand nine hundred and eighty before
me, the Subscriber, a Notary Public, came the above named

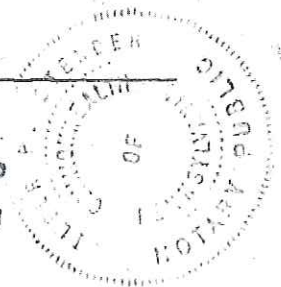
Richard L. Hinkle

and duly acknowledged the foregoing permit to be his act and
deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year
aforesaid.

Wilbur P. Stender
NOTARY PUBLIC

WILBUR P. STENDER, Notary Public
Norristown Boro, Montg. Co.
My Commission Expires Nov. 2, 1981



CP 1546 11 1980
CASE 0

JUL 1 12 34 PM '80

BUCKS COUNTY SS:
RECORDED IN THE RECORDER'S
OFFICE OF SAID COUNTY IN
Deed BOOK 2388
AT PAGE 432 &c.
WITNESS MY HAND AND SEAL OF
OFFICE , 19

80

July 1st
Lucille M Trench
RECORDER OF DEEDS

14.5

0.75

0 9345X

7/01/1980 12:34 PM 1A-50

D2388- 440



Pennsylvania Department of Environmental Protection

Lee Park, Suite 6010
555 North Lane
Conshohocken, PA 19428
August 26, 1997

Southeast Regional Office

610-832-6130
Fax 610-832-6133

Mr. Fred Riechers, Jr.
Lower Makefield Township Municipal
Sewer Authority
1100 Edgewood Road
Yardley, PA 19067-1696

Re: Sewage Permit No. 0997405
Mill Road Estates
Lower Makefield Township
Bucks County

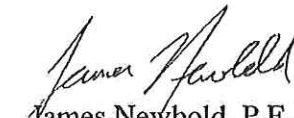
Dear Mr. Riechers:

Referenced permit is enclosed.

Please study the permit carefully and direct any questions to the Permits Section of this office.

Please take the time to complete the enclosed questionnaire and return it in the pre-addressed and stamped envelope. Your response will be taken into account as we consider ways of improving our service to the public and regulated community. Thank you for your cooperation.

Sincerely,


James Newbold, P.E.
Acting Regional Manager
Water Management

Enclosures: Permit
Standard Conditions Relating to Sewage
Standard Conditions Relating to Erosion Control

cc: CKS Engineers, Inc.
Lower Makefield Township
Permits and Compliance
Ms. W. Warren
Re 30 (JCD)233-4

RECEIVED
LOWER MAKEFIELD TWP
1997 AUG 27 PM 2:15



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name & Address):
**Lower Makefield Township
 Municipal Sewer Authority
 1100 Edgewood Road
 Yardley, PA 19067**

B. PROJECT (Name, County, Municipality)
**Mill Road Estates
 Lower Makefield Township
 Bucks County**

C. THIS: Permit Permit Amendment

APPROVES: The construction/operation of: Modification(s) to the construction/operation of:

<input type="checkbox"/> Sewage Treatment Facilities	<input type="checkbox"/> Industrial Waste Treatment Facilities
<input type="checkbox"/> Land Application Facilities	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Average Design Flow of _____	<input type="checkbox"/> MGD consisting of: _____

<input checked="" type="checkbox"/> Sewers and Appurtenances	<input checked="" type="checkbox"/> Pump Station(s)
<input type="checkbox"/> Impoundment(s)	<input type="checkbox"/> Injection Well(s)
<input type="checkbox"/> Soil Erosion & Sedimentation Control Plan	<input type="checkbox"/> Outfall & Headwall(s)
<input type="checkbox"/> Stream Crossing(s)	

D. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. a. All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit/Permit Amendment Application dated 27 May 97, its supporting documentation, and addendums dated _____. Such application, its supporting documentation and addendums are hereby made a part of this permit.

b. Water Quality Management Permit No. _____ dated _____ and conditions, supporting documentation and addendums are (except for any modifications to the original permit herein permitted) also made a part of this permit amendment.

2. Conditions numbered 1-7, 9, 13, 14, 16, 20-22 of the **SEWERAGE** standard conditions dated 09/83 and conditions numbered 1 - 12 of the erosion control standard conditions dated 08/91 are attached and made part of this permit.

3. Special conditions numbered I are attached and made part of this permit.

E. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

- If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.
- Failure to comply with the rules and regulations of the Department or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.
- This permit is issued pursuant to the Clean Stream law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. § 691.1 et seq., and/or the Dam Safety and Encroachments Act of November 26, 1978, P.L. 1375, as amended, 32 P.S. § 693.1 et seq. Issuance of this permit shall not relieve the permittee of any responsibility under any other law.
- Industrial Facilities - If the herein permitted facilities or modifications are not completed with two (2) years of the issue date below, this permit will become null and void and reapplication shall be required.

PERMIT ISSUED:	DEPARTMENT OF ENVIRONMENTAL PROTECTION
DATE <u>8/26/97</u>	BY: <i>Javier Harrell</i>
AMENDMENT ISSUED:	TITLE: <u>Acting Regional Manager, Water Management</u>
DATE _____	

Sewerage Permit No. 0997405
Lower Makefield Township Municipal Sewer Authority
Lower Makefield Township, Bucks County

This permit is subject to the following Special Condition(s):

- I. Consistent with Department of Environmental Protection Policy, the Department did not conduct a detailed technical review of the application for this permit. The Department considers the registered professional engineer whose seal is affixed to the design documents, to be fully responsible for the adequacy of all aspects of the facility design.

Re 30 (JCD)233-2

STANDARD CONDITIONS RELATING TO SEWERAGE - PART II PERMITS

For use in Water Quality Management Permits

1. During construction, no changes affecting any engineering design parameter shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive written approval thereof from the Department. The sewerage facilities shall be constructed under expert engineering supervision and competent inspection.
2. The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled such that the sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from injury by water, freezing, drying or other harmful conditions until cured.
3. Manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of the street wash or grit, and to provide convenient and safe means of access and maintenance.
4. No stormwater from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers herein approved.
5. The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and on-lot sewage disposal systems on the premises of occupied structures which are accessible to public sewers and require the connection of such structures to the public sewers.
6. The herein approved sewers shall be maintained in good condition, kept free from deposits by flushing or other proper means of cleaning and repaired when necessary.
7. The permittee shall file with the Department of Environmental Resources "as-built" plans showing the correct plan of all sewers and sewerage structures as actually constructed together with any other information in connection therewith that may be required.
8. The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to assure the proper mixing and waste assimilation an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of navigable stream, provided that the permittee has secured an easement, right-of-way, license, or lease from the Department in accordance with Section 15 of the Dam Safety and Encroachment Act, the Act of November 26, 1978, P.L. 1375, as amended.
9. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along or across private property, with full rights of ingress, egress and regress.
10. When the herein approved sewage treatment works is completed and before it is placed in operation, the permittee shall notify the Department in writing so that an inspection of the works may be made by a representative of the Department.
11. The various structures and apparatus of the sewage treatment works herein approved shall be maintained in proper condition so that the facility will individually and collectively perform the functions for which they were designed.
12. If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise the effluent from the said works ceases to be satisfactory or the sewerage facilities shall have created a public nuisance, then upon notice by the Department, the right herein granted shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory.

13. The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper portions with air, and to the highly toxic character of certain gases arising from such digestion or from sewage in insufficiently ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion, or danger from toxic gases may occur, the permittee shall post conspicuously proper warnings of a permanent and legible character and shall provide for the thorough instruction of all employees concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.
14. Cross connections between the potable water supply and the sewerage system constitute a potential danger to the public health. Therefore, all direct and indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply from any unit of the sewage treatment works, or by any appurtenance thereof or from any part of a sewage system are hereby specifically prohibited. The permittee is further warned against permitting to be made permanent any temporary connection with a potable supply designed to be held in place while being used for flushing or other purposes, and is also cautioned against the danger of back siphonage through portable hose lines and similar avenues of possible contamination.
15. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and are capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with either the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewerage Facilities Act, the Act of January 24, 1956, P.L. 1535, as amended, or a comprehensive Water Quality Management Plan as set forth in Section 91.31 of the Rules and Regulations of the Department. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of the herein-approved facilities and notify the Department accordingly. This permit shall then, upon notice from the Department, terminate and become null and void, and shall be relinquished to the Department.
16. The permittee shall construct the sewerage facilities in a manner compatible with good conservation methods in order to minimize the adverse effect on the environment.
17. The local waterways patrolman of the Pennsylvania Fish and Boat Commission shall be notified when the construction of a stream crossing and outfall is started and completed. A permit must be secured from the Pennsylvania Fish and Boat Commission if the use of explosives is required. The permittee shall notify the local waterways patrolman when explosives are to be used.
18. If future operations by the Commonwealth of Pennsylvania require modifications of the stream crossing and/or outfall, or there shall be unreasonable obstruction to the free passage of floods or navigation from the stream crossing and/or outfall, permittee shall remove or alter the structural work or obstruction without expense to the Commonwealth of Pennsylvania. If upon the revocation of the permit, the work shall not be completed, the permittee, at his own expense and in such time and manner as the Department may require, shall remove any or all portions of the incompletd work and restore the water-course to its former condition. No claims shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.
19. The sewage treatment plant shall be operated by an operator certified in accordance with the Sewage Treatment Plant and Waterworks Operators' Certification Act, the Act of November 18 1968, P.L. 1217, as amended.
20. All industrial waste discharged or proposed for discharge in to the sewer system shall be studied to determine the degree of pretreatment necessary in order that the industrial waste will not adversely affect the sewerage facilities or the sewage treatment process. The permittee shall properly control any industrial waste discharge into its sewerage system by regulating the rate of such discharge, requiring necessary pretreatment, and excluding industrial waste, if necessary, to protect the integrity of the permittee's sewerage system.
21. Receipt of this permit does not relieve the permittee of its obligations to comply with all federal, interstate, state, or local laws, ordinances, and regulations applicable to the sewerage facilities authorized herein.
22. This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, title, easement, or interest in, on, to or over any lands belonging to the Commonwealth.

DEPARTMENT OF ENVIRONMENTAL RESOURCES
STANDARD CONDITIONS RELATING TO EROSION CONTROL
For Use In Water Quality Management Permits

August 1991

1. By approval of the plans for which this permit is issued, neither the Department nor the Commonwealth of Pennsylvania assumes any responsibility for the feasibility of the plans or the operation of the measures and facilities to be constructed thereunder.
2. If at any time the erosion and sedimentation activities undertaken pursuant to this permit or the discharge of the effluent therefrom is causing or contributing to pollution of the waters of the Commonwealth, the permittee shall forthwith adopt such remedial measures as are acceptable to the Department.
3. This permit does not authorize any earth disturbance controlled by an ordinance enacted by a local municipality. Additional permits must be secured from local municipalities where earthmoving activities are covered by local ordinances.
4. At least seven days before earthmoving will begin, the permittee, by telephone or certified mail, shall notify the Department or its designee of the date for beginning of construction and invite the County Conservation District Representative to attend a pre-construction conference with the contractor. The permittee shall have his erosion control plan available at the site of the activity at all times.
5. All earthmoving activities shall be undertaken in the manner set forth in the erosion and sedimentation control plan identified with this permit. Revisions to the plan shall be pre-approved by the Department.
6. The erosion control measures and facilities shall be constructed under the supervision and competent inspection of an individual trained and experienced in erosion control, and in accordance with plans, designs and other data as herein approved or amended, and with the conditions of this permit. Control facilities shall be frequently inspected and maintained to insure effective control.
7. When the herein approved erosion control measures and facilities are completed, the permittee shall notify the County Conservation District so that an inspection of the measures and facilities may be made.
8. No storm water, sewage or industrial wastes not specifically approved herein, shall be admitted to the erosion and sedimentation measures and facilities for which this permit is issued, unless with the approval of the Department.
9. Sediment shall at no time be permitted to accumulate in sedimentation basins to a depth sufficient to limit storage capacity or interfere with the settling efficiency thereof. The sediment removed shall be handled and disposed of in a manner that will not create pollution problems and so that every reasonable and practical precaution is taken to prevent the said material from reaching the waters of the Commonwealth.
10. All slopes, channels, ditches or any disturbed area shall be stabilized as soon as possible after the final grade or final earthmoving has been completed. Where it is not possible to permanently stabilize a disturbed area immediately after the final earthmoving has been completed or where the activity ceases for more than 20 days, interim stabilization measures shall be implemented promptly.
11. Upon completion of the project, all areas which were disturbed by the project shall be stabilized so that accelerated erosion will be prevented. Any erosion and sedimentation control facility required or necessary to protect areas from erosion during the stabilization period shall be maintained until stabilization is completed. Upon completion of stabilization, all unnecessary or unusable control measures and facilities shall be removed, the areas shall be graded and the soils shall be stabilized.
12. The responsibility of carrying out the permit conditions shall rest with the owner, lessee, assignee or other responsible manager of earthmoving that affects the approved erosion controls. Such responsibility passes with each control succession.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT NO. 0985439

PERMITTEE: (Name and Address)

The Municipal Sewer Authority of the
Township of Lower Makefield
1100 Edgewood Road
Yardley, PA 19067

B. PROJECT LOCATION

Municipality Lower Makefield Township
County Bucks

C. TYPE OF FACILITY (For Industrial wastes; type of establishment)

Sanitary Sewer Extension
and Pumping Station

D. NAME OF MINE, PLANT, AREA SERVED, OUTFALL NO., ETC.

Yardley Estates

E. THIS PERMIT APPROVES:

1. Plans For Construction Of:
a. Pump Stations; Sewers and Appurtenances
b. Sewage Treatment Facilities
c. Industrial Wastes Treatment Facilities
d. Mine Drainage Treatment Facilities
e. Outfall & Headwall
f. Stream Crossing
g. Impoundment

2. The Discharge Of: a. Treated N/A b. Untreated c. Sewage d. Industrial Wastes

3. Discharge To: a. Surface Water b. Ground Water N/A
Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located.

4. The Operation of a Mine
Maximum Area to be Deep Mined N/A Acres

5. An Erosion and Sedimentation Control Plan
Project Area is 48.4 Acres

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 0985439 DATED 9/10/85 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED 10/21/85. SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.

2. CONDITIONS NUMBERED 1 thru 7, 9, 13, 14, 16, 20 thru 22 OF THE Sewerage STANDARD CONDITIONS DATED 09/02/83 AND CONDITIONS NUMBERED 1 through 12 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1985 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT.

3. SPECIAL CONDITIONS DESIGNATED _____ WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

- 1. IF THERE IS A CONFLICT BETWEEN THE APPLICATION ON ITS SUPPORTING DOCUMENTS AND AMENDMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.
- 2. FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.
- 3. THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, ACT OF JUNE 22, 1937, P.L. 1987 AS AMENDED 35 P.S. § 691.1 ET SEQ. AND/OR THE WATER OBSTRUCTION ACT, ACT OF JUNE 25, 1913, P.L. 555 AS AMENDED 32 P.S. § 681 ET SEQ. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW

PERMIT ISSUED

DEPARTMENT OF ENVIRONMENTAL RESOURCES

DATE 10-31-85

BY

Joseph A. Feola

Joseph A. Feola

(3F4)295.3.1

TITLE

Regional Water Quality Manager

NINE: The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along, or across private property, with full rights of ingress, egress and regress.

TEN: When the herein approved sewage treatment works is completed and before it is placed in operation, the permittee shall notify the Department in writing so that an inspection of the works may be made by a representative of the Department.

ELEVEN: The various structures and apparatus of the sewage treatment works herein approved shall be maintained in proper condition so that the facility will individually and collectively perform the functions for which they were designed.

TWELVE: If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise the effluent from the said works ceases to be satisfactory or the sewerage facilities shall have created a public nuisance, then upon notice by the Department, the right herein granted shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory.

THIRTEEN: The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper portions with air, and to the highly toxic character of certain gases arising from such digestion or from sewage in insufficiently ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion, or danger from toxic gases may occur, the permittee shall post conspicuously proper warnings of a permanent and legible character and shall provide for the thorough instruction of all employees concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.

FOURTEEN: Cross connections between the potable water supply and the sewerage system constitute a potential danger to the public health. Therefore, all direct and indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply from any unit of the sewage treatment works, or by any appurtenance thereof or from any part of a sewerage system are hereby specifically prohibited. The permittee is further warned against permitting to be made permanent any temporary connection with a potable supply designed to be held in place while being used for flushing or other purposes, and is also cautioned against the danger of back siphonage through portable hose lines and similar avenues of possible contamination.

September 2, 1983

STANDARD CONDITIONS RELATING TO SEWERAGE - PART II PERMITS

ONE: During construction, no changes affecting any engineering design parameter shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive written approval thereof from the Department. The sewerage facilities shall be constructed under expert engineering supervision and competent inspection.

TWO: The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled such that the sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from injury by water, freezing, drying or other harmful conditions until cured.

THREE: Manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of the street wash or grit, and to provide convenient and safe means of access and maintenance.

FOUR: No stormwater from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers herein approved.

FIVE: The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and on-lot sewage disposal systems on the premises of occupied structures which are accessible to public sewers and require the connection of such structures to the public sewers.

SIX: The herein approved sewers shall be maintained in good condition, kept free from deposits by flushing or other proper means of cleaning, and repaired when necessary.

SEVEN: The permittee shall file with the Department of Environmental Resources "as-built" plans showing the correct plan of all sewers and sewerage structures as actually constructed together with any other information in connection therewith that may be required.

EIGHT: The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to assure the proper mixing and waste assimilation an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of navigable stream, provided that the permittee has secured an easement, right-of-way, license, or lease from the Department in accordance with Section 15 of the Dam Safety and Encroachment Act, the Act of November 26, 1978, P.L. 1375, as amended.

FIFTEEN: This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and are capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with either the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewerage Facilities Act, the Act of January 24, 1956, P.L. 1535, as amended, or a comprehensive Water Quality Management Plan as set forth in Section 91.31 of the Rules and Regulations of the Department. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of the herein-approved facilities and notify the Department accordingly. This permit shall then, upon notice from the Department, terminate and become null and void, and shall be relinquished to the Department.

SIXTEEN: The permittee shall construct the sewerage facilities in a manner compatible with good conservation methods in order to minimize the adverse effect on the environment.

SEVENTEEN: The local waterways patrolman of the Pennsylvania Fish Commission shall be notified when the construction of a stream crossing and outfall is started and completed. A permit must be secured from the Pennsylvania Fish Commission if the use of explosives is required. The permittee shall notify the local waterways patrolman when explosives are to be used.

EIGHTEEN: If future operations by the Commonwealth of Pennsylvania require modifications of the stream crossing and/or outfall, or there shall be unreasonable obstruction to the free passage of floods or navigation from the stream crossing and/or outfall, permittee shall remove or alter the structural work or obstruction without expense to the Commonwealth of Pennsylvania. If upon the revocation of the permit, the work shall not be completed, the permittee, at his own expense and in such time and manner as the Department may require, shall remove any or all portions of the incompleated work and restore the water-course to its former condition. No claims shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.

NINETEEN: The sewage treatment plant shall be operated by an operator certified in accordance with the Sewage Treatment Plant and Waterworks Operators' Certification Act, the Act of November 18, 1968, P.L. 1217, as amended.

TWENTY: All industrial waste discharged or proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment necessary in order that the industrial waste will not adversely affect the sewerage facilities or the sewage treatment process. The permittee shall properly control any industrial waste discharge into its sewerage system by regulating the rate of such discharge, requiring necessary pretreatment, and excluding industrial waste, if necessary, to protect the integrity of the permittee's sewerage system.

TWENTY-ONE: Receipt of this permit does not relieve the permittee of its obligations to comply with all federal, interstate, state, or local laws, ordinances, and regulations applicable to the sewerage facilities authorized herein.

TWENTY-TWO: This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, title, easement, or interest in, on, to, or over any lands belonging to the Commonwealth.

DEPARTMENT OF ENVIRONMENTAL RESOURCES
STANDARD CONDITIONS RELATING TO EROSION CONTROL 1985
For Use in Water Quality Management Permits

By approval of the plans for which this permit is issued, neither the Department nor the Commonwealth of Pennsylvania assumes any responsibility for the feasibility of the plans or the operation of the measures and facilities to be constructed thereunder.

2. If at any time the erosion and sedimentation activities undertaken pursuant to this permit or the discharge of the effluent therefrom is causing or contributing to pollution of the waters of the Commonwealth, the permittee shall forthwith adopt such remedial measures as are acceptable to the Department.
3. This permit does not authorize any earth disturbance controlled by an ordinance enacted by a local municipality. Additional permits must be secured from local municipalities where earthmoving activities are covered by local ordinances.
4. At least seven days before earthmoving will begin, the permittee, by telephone or certified mail, shall notify the Department or its designee of the date for beginning of construction and invite the County Conservation District Representative to attend a pre-construction conference with the contractor.
5. The permittee shall have his erosion control plan available at the site of the activity at all times. All earthmoving activities shall be undertaken in the manner set forth in the erosion and sedimentation control plan identified with this permit. Revisions to the plan shall be approved by the Department.
6. The erosion control measures and facilities shall be constructed under the supervision and competent inspection of an individual trained and experienced in erosion control, and in accordance with plans, designs and other data as herein approved or amended, and with the conditions of this permit. Control facilities shall be frequently inspected to insure effective control.

When the herein approved erosion control measures and facilities are completed, the permittee shall notify the Department so that an inspection of the measures and facilities may be made by a representative of the County Conservation District.

8. No storm water, sewage or industrial wastes not specifically approved herein, shall be admitted to the erosion and sedimentation measures and facilities for which this permit is issued, unless with the approval of the Department.
9. Sediment shall at no time be permitted to accumulate in sedimentation basins to a depth sufficient to limit storage capacity or interfere with the settling efficiency thereof. The sediment removed shall be handled and disposed of in a manner that will not create pollution problems and so that every reasonable and practical precaution is taken to prevent the said material from reaching the waters of the Commonwealth.
10. All slopes, channels, ditches or any disturbed area shall be stabilized as soon as possible after the final grade or final earthmoving has been completed. Where it is not possible to permanently stabilize a disturbed area immediately after the final earthmoving has been completed or where the activity ceases for more than 20 days, interim stabilization measures shall be implemented promptly.
11. Upon completion of the project, all areas which were disturbed by the project shall be stabilized so that accelerated erosion will be prevented. Any erosion and sedimentation control facility required or necessary to protect areas from erosion during the stabilization period shall be maintained until stabilization is completed. Upon completion of stabilization, all unnecessary or unusable control measures and facilities shall be removed, the areas shall be graded and the soils shall be stabilized.

The responsibility of carrying out the permit conditions shall rest with the owner, lessee, assignee or other responsible manager of earthmoving that affects the approved erosion controls. Such responsibility passes with each control succession.

BEGLEY, CARLIN, MANDIO & POPKIN

ATTORNEYS AT LAW
120 MILL STREET
BRISTOL, PENNSYLVANIA 19007
TELEPHONE 788-0471
AREA CODE 215

WILLIAM J. BEGLEY
OF COUNSEL

WILLIAM J. CARLIN
ANTHONY A. MANDIO
EDWIN N. POPKIN
S. RICHARD KLINGES, III
THOMAS J. PROFY, III
RICHARD M. SNYDER
CHARLES P. SAMPEL
JOHN P. KOOFMAN
JEFFREY P. CARTON
THOMAS R. HICKER
JAMES A. DOWNEY III

April 11, 1980

RICHBORO OFFICE:
854 SECOND STREET PIKE
RICHBORO, PA. 18954
215-355-0106

PLEASE REPLY TO: Bristol

Township of Lower Makefield
1100 Edgewood Road
Yardley, PA 19067

Attn: Kermit L. Johannsen

Re: Oxford-Glen/ Yardley Oak

Dear Joe:

I enclose herewith original Water Quality Permit
No. 0979463 for the above subdivision which has been recorded
in Deed Book 2373 page 1194.

Yours very truly

WILLIAM J. CARLIN

WJC:irb
Encl.

APR 13 1980
LEGAL SERVICES DIV.
STATE DEPARTMENT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT

NO. 0979463

A. PERMITTEE: (Name and Address)

Lower Makefield Municipal Sewer Authority
1100 Edgewood Road
Yardley, PA 19067

B. PROJECT LOCATION

Municipality Lower Makefield Township
County Bucks

C. TYPE OF FACILITY (For Industrial wastes; type of establishment)

Sanitary Sewer Extension

D. NAME OF MINE, PLANT, AREA SERVED, OUTFALL NO., ETC.

Oxford Glen/Yardley Oaks Development

E. THIS PERMIT APPROVES:

1. Plans For Construction Of:

- a. Pump Stations: Sewers and Appurtenances
- b. Sewage Treatment Facilities
- c. Industrial Wastes Treatment Facilities
- d. Mine Drainage Treatment Facilities
- e. Outfall & Headwall
- f. Stream Crossing
- g. Impoundment

2. The Discharge Of:

- a. Treated
- b. Untreated
- c. Sewage
- d. Industrial Wastes

3. Discharge To:

N/A

- a. Surface Water
- b. Ground Water

Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located.

4. The Operation of a Mine

N/A

Maximum Area to be Deep Mined _____ Acres

5. An Erosion and Sedimentation Control Plan

Project Area is 148 Acres

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

- ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 0979463 DATED 12/13/79 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED _____, SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.
- CONDITIONS NUMBERED 1 thru 9, 11 thru 14, 21, 22, 30 and 31 OF THE Sewerage STANDARD CONDITIONS DATED 1972 OF THE AND CONDITIONS NUMBERED 1 thru 20 EROSION CONTROL STANDARD CONDITIONS DATED 1973 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT.
- SPECIAL CONDITIONS DESIGNATED _____ WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

This permit must be recorded in the Recorder of Deeds office in Bucks County.

G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

- IF THERE IS A CONFLICT BETWEEN THE APPLICATION ON ITS SUPPORTING DOCUMENTS AND AMENDMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.
- FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.
- THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, ACT OF JUNE 22, 1937, P.L. 1937 AS AMENDED 35 P.S. § 681.1 ET SEQ. AND/OR THE WATER OBSTRUCTION ACT, ACT OF JUNE 25, 1913, P.L. 555 AS AMENDED 32 P.S. § 681 ET SEQ. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW.

PERMIT ISSUED

DATE

2-4-80

D23731194

BY

DEPARTMENT OF ENVIRONMENTAL RESOURCES

C.T. Beechwood

C.T. Beechwood, P. E.

TITLE

Regional Water Quality Manager

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

> SS

On the 4th day of February in the
year one thousand nine hundred and eighty before
me, the Subscriber, a Notary Public, came the above named

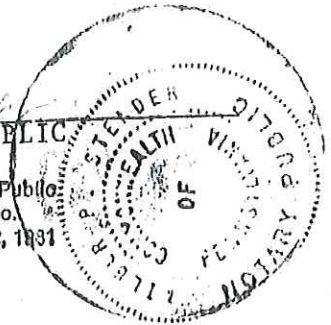
C.T. Beechwood

and duly acknowledged the foregoing permit to be his act and
deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year
aforesaid.

Wilbur P. Stender
NOTARY PUBLIC

WILBUR P. STENDER, Notary Public
Narristown Boro, Montg. Co.
My Commission Expires Nov. 2, 1931



APPENDIX J – LOWER MAKEFIELD TOWNSHIP PLANNING COMMISSION



777 Township Line Road
Suite 250
Yardley, Pennsylvania 19067
215.579.7700 main | 215.579.9248 fax
www.hillwallack.com

Direct Dial: (267) 794-6102
Email: bkirk@hillwallack.com

February 16, 2022

Via email

Kurt Ferguson
Township Manager
Lower Makefield Township
1100 Edgewood Road
Yardley, PA 19067

Re: *Act 537 Plan Special Study*

Dear Kurt:

On Monday, February 7, 2022, the Act 537 Plan Special Study was presented to the Township's Planning Commission for review and consideration. The Special Study was more thoroughly reviewed and explained by Fred Ebert, to address earlier questions posed by the Planning Commission at the initial review meeting.

Mr. Ebert explained that the Planning Commission's review is required in order to address the impact, if any, of the Special Study upon the Township's Subdivision/Land Development Ordinance, Zoning Ordinance or Comprehensive Master Plan.

After much discussion and consideration, the Planning Commission voted to recommend approval of the Special Study as the Special Study will not impact the Planning Commission's ability to regulate SALDO and Zoning, but the Commission could not reach a consensus of the impact, if any, upon the Township's Comprehensive Plan which would require further study.

Should you require further information, please let me know.

Very truly yours,

Barbara M. Kirk

Barbara M. Kirk

/bmk

Copy to: David J. Truelove, Esquire (via email)

{09859385; 1}

APPENDIX K – BUCKS COUNTY PLANNING COMMISSION



The Almshouse Neshaminy Manor Center 1260 Almshouse Road
Doylestown, Pennsylvania 18901 215.345.3400 FAX 215.345.3886
E-mail: planningcommission@buckscounty.org

PLANNING COMMISSION:

Tom Tosti, *Chairman*
Richard Donovan, *Vice Chairman*
Thomas J. Jennings, Esq., *Secretary*

James J. Keenan
James E. Miller, Jr.
David R. Nyman
Judith J. Reiss
Edward J. Tokmajian
Walter S. Wydro

Evan J. Stone
Executive Director

MEMORANDUM

To: Lower Makefield Township Board of Supervisors
Lower Makefield Township Planning Commission

From: Bucks County Planning Commission

Date: March 2, 2022

Subject: BCPC #20-22-WS1
Proposal for an Update to the Official Act 537 Sewage Facilities Plan
Applicant: Board of Supervisors
Date Received: January 26, 2022
Hearing Date: February 21, 2022

In accordance with the provisions of the Pennsylvania Sewage Facilities Planning Act (Act 537) and Section 304 of the Pennsylvania Municipalities Planning Code, this proposal was sent to the Bucks County Planning Commission for review. The following review has been prepared by the staff and endorsed by the Bucks County Planning Commission at its meeting on March 2, 2022.

GENERAL INFORMATION

Proposed Action: Update the township's current Act 537 Plan to include a special study (*Lower Makefield Township Act 537 Sewage Facilities Plan Special Study for Sale of Sanitary Sewer System*) that will facilitate the sale of the township's sanitary sewer system to Aqua Pennsylvania, Inc. The special study focuses on the identification and evaluation of existing sewerage facilities in the township, evaluation of alternatives, and the identification of future operation and maintenance responsibilities after the sewer system ownership is transferred from the township to Aqua.

COMMENTS

We commend the township officials for undertaking this update of the township's official sewage facilities plan to facilitate the sale of the township's sanitary sewer system to Aqua Pennsylvania, Inc. The special study is intended to be supplemental to the township's existing sewage planning documents and proposes no changes to the evaluation or planning of existing or future sewage disposal capacity or infrastructure.

Once the plan is approved by the Pennsylvania Department of Environmental Protection, we request that the township send a final copy of the Act 537 plan to the Bucks County Planning Commission in accordance with Section 306.(b) of the Pennsylvania Municipalities Planning Code.



LR:emh

cc: Nicole Gambone, Ebert Engineering, Inc.
David J. Truelove, Esq., Hill Wallack LLP, Township Solicitor (via email)
Kurt M. Ferguson, Township Manager (via email)
James R. Majewski, PE, PP, CFM, Director of Planning & Zoning (via email)
Genevie Kostick, BCDH (via email)
Elizabeth Mahoney, PaDEP (via email)
Act 537 File

APPENDIX L – BUCKS COUNTY HEALTH DEPARTMENT



COUNTY OF BUCKS

DEPARTMENT OF HEALTH

Neshaminy Manor Center, 1282 Almshouse Road, Doylestown, PA 18901 - 215-345-3318

FIELD OFFICES

Bucks County Government Services Center, 7321 New Falls Road, Levittown, PA 19055 – 267-580-3510

Bucks County Government Services Center, 261 California Road, Suite #2, Quakertown, PA 18951 – 215-529-7000

County Commissioners

ROBERT J. HARVIE JR., Chair

DIANE M. ELLIS-MARSEGLIA, LCSW, Vice-Chair

GENE DIGIROLAMO, Commissioner

Director

DAVID C. DAMSKER, M.D., M.P.H.

February 4, 2022

Nicole Gambone
Ebert Engineering, Inc
P.O. Box 540
Skippack, PA 19474

RE: Act 537 Plan Special Study
Lower Makefield Township, Bucks County

Dear Ms. Gambone:

Please be advised that the Department has received the proposed Act 537 Sewage Facilities Plan Special Study for Lower Makefield Township. The Special Study Plan is being updated prior to the sale of the township's sanitary sewer system to Aqua, focusing on the identification and evaluation of existing sewage facilities in the township, evaluation of alternatives and the identification of future operation and maintenance responsibilities after the sewer system ownership is transferred.

The study states that Lower Makefield township is entirely serviced by public sanitary sewers, although a limited number of properties remains using individual on-lot sewage disposal systems. This Department requests that talks continue to ensure that all operations of Shady Brook Farm connect to public sewer. This Department has no adverse comments concerning the Lower Makefield Township Act 537 Sewage Facilities Special Study.

If you have any questions or comments, feel free to contact me at (215)345-3333.

Sincerely,

Genevieve A. Kostick, Supervisor
Sewage Program Coordinator
Bucks County Department of Health

cc: Lower Makefield Township (via email)
Dr. David Damsker (via email)
District

APPENDIX M – PUBLIC NOTICE

PUBLIC NOTICE

In accordance with the requirements of Title 25, Chapter 71 of the Pennsylvania Code, Lower Makefield Township is accepting written comments over the next 30 days on the proposed adoption of the Lower Makefield Township Official Sewage Facilities (Act 537) Special Study.

This Special Study addresses the sale of the Lower Makefield Township public sanitary sewer system to Aqua Pennsylvania Wastewater, Inc. (Aqua). The selected alternative identified in the Special Study is the sale of the Lower Makefield Township collection and conveyance system to Aqua.

There is a 30-day period during which the Special Study can be viewed on the Lower Makefield Township website at www.lmt.org. The review period shall extend until the close of business on the thirtieth day after the date of this public notice. Written comments may be submitted via email to Kurt Ferguson, Township Manager, at kurtf@lmt.org.

PUBLIC NOTICE COMMENTS ON THE LOWER MAKEFIELD
ACT 537 SEWAGE FACILITIES PLAN SPECIAL STUDY
FOR THE
SALE OF SANITARY SEWER SYSTEM

1. Name _____
Address _____
_____ Date _____
Comment

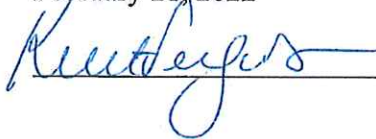
2. Name _____
Address _____
_____ Date _____
Comment

Number of Comments Received

0
February 21, 2022

Date

Signature of Township Official



**APPENDIX N – LOWER MAKEFIELD TOWNSHIP RESOLUTION FOR PLAN
REVISION**

RESOLUTION NO. 22-5

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF LOWER MAKEFIELD, BUCKS COUNTY, PENNSYLVANIA, APPROVING AND AUTHORIZING SUBMISSION OF THE ACT 537 SPECIAL STUDY AND PLAN AMENDMENT TO THE PA. DEPARTMENT OF ENVIRONMENTAL PROTECTION AS THE AMENDED OFFICIAL ACT 537 SEWAGE FACILITIES PLAN FOR THE TOWNSHIP

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act," as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection (the "Department") adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires a municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHEREAS, Lower Makefield Township (the "Township"), has prepared an updated study and report to said Official Act 537 Sewage Facilities Special Study which addresses the sale of the Lower Makefield Township public sanitary sewer system to Aqua Pennsylvania Wastewater, Inc. including the identification of existing sanitary sewer assets to be transferred, future growth potential, evaluation of alternatives, institutional evaluation, and implementation of the selected alternative; and

WHEREAS, the selected alternative to be implemented is the sale of the Township public sanitary sewer system to Aqua Pennsylvania Wastewater, Inc ("Aqua"); and

WHEREAS, Aqua will own, operate and maintain the sanitary sewer mains, manholes, laterals located in the public right of ways or sanitary sewer easements, pump stations and meter pits located in the Township with the exception of the portion of the Township in which Township of Falls Authority owns the sanitary sewer collection and conveyance systems; and

WHEREAS, the customers connected to that sanitary sewer system which is owned by the Township of Falls Authority will remain customers of the Township of Falls Authority who will also continue to own, operate and maintain their sanitary sewer system located in the Township; and

WHEREAS, Aqua will be assigned all sanitary sewer easements that the Township has for the operation and maintenance of the sanitary sewer facilities that Township owns in the Township; and

WHEREAS, Aqua will be assigned and will take full responsibility for all existing intermunicipal agreements and contracts that the Township is a party to pertaining to the public sanitary sewer system that the Township owns and operates; and

WHEREAS, Upon the sale of the Township's public sanitary sewer system to Aqua, all existing customers connected to the public sanitary sewer owned and operated by the Township will become customers of Aqua; and.

WHEREAS, All Department Water Quality Management permits that are in the name of the Township or its former Authority will be transferred to Aqua; and

WHEREAS, the Township finds that the Official Act 537 Plan described above conforms to applicable zoning, subdivision, other municipal ordinances and plans and a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Township hereby approves, adopts and submits to the Department the aforementioned Act 537 Sewage Facilities Special Study as a revision to the "Official Plan" of the Township for approval by the Department. The Township hereby assures the Department of the complete and timely implementation of the said plan as required by law; and

FURTHER RESOLVED, that the Township manager and all other proper officers of the Township are authorized and directed to take any and all steps necessary to carry out the purposes of this Resolution.

ADOPTED at a regular meeting of the Board of Supervisors of the Township of Lower Makefield this 21st day of February, 2022.

**BOARD OF SUPERVISORS OF
LOWER MAKEFIELD TOWNSHIP**



Chairperson

Attested to:



Township Manager