

APPENDIX F

Wastewater Conveyance Agreements

1. October 5, 1959 Joint Treatment Agreement between East Norriton-Plymouth Joint Sewer Authority, East Norriton Township Municipal Authority, East Norriton Township, Plymouth Township Municipal Authority and Plymouth Township for construction of the Sewage Treatment Plant and shared collection system. (Page 1)
2. August 14, 1991 Intermunicipal Sewage Treatment Service Agreement, which incorporates Whitpain Township along with the above municipalities and municipal authorities. (Page 17)
3. August 13, 1991 Agreement with Plymouth Township Municipal Authority, Plymouth Township, East Norriton Sewer Authority and East Norriton Board of Supervisors, with regard to sharing of collection facilities along common municipal borders. (Page 66)
4. July 18, 1994 Agreement between East Norriton Township, Whitpain Township and John DiSanto, with regard to flow from four lots along Township Line Road in East Norriton Township into the sewage collection system owned by Whitpain Township. (Page 82)
5. November 12, 2003 Agreement between East Norriton-Plymouth-Whitpain Joint Sewer Authority, East Norriton Township, Whitpain Township and Plymouth Township, with regard to exclusion of Burnside Reserve, a 9 lot subdivision located on Generals Drive, from the service area of the Joint Sewer Authority and instead directing sewer flow to West Norriton Township. (Page 88)
6. December 1, 2005 Supplement No. 1 to Intermunicipal Sewage Treatment Service Agreement of August 14, 1991 between East Norriton-Plymouth Joint Sewer Authority (Joint Sewer Authority), East Norriton Township, Plymouth Township and Whitpain Township, which addresses cost share for proposed construction enlargements, additions, improvements and modifications to the Joint Sewer Authority WWTP. (Page 114)

1. *October 5, 1959 Joint Treatment Agreement between East Norriton-Plymouth Joint Sewer Authority, East Norriton Township Municipal Authority, East Norriton Township, Plymouth Township Municipal Authority and Plymouth Township for construction of the Sewage Treatment Plant and shared collection system.*

JOINT TREATMENT AGREEMENT

*

THIS AGREEMENT, made this *5th* day of *October*, 1959 (the "Agreement") among EAST NORRITON-PLYMOUTH JOINT SEWER AUTHORITY, a municipality authority, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Treatment Plant Authority"); the TOWNSHIP OF EAST NORRITON, a municipal corporation, Montgomery County, Pa. (hereinafter called "Municipality" or "East Norriton"); the TOWNSHIP OF PLYMOUTH, also a municipal corporation, Montgomery County, Pa. (hereinafter called "Municipality" or "Plymouth"); (and both East Norriton and Plymouth being hereinafter sometimes collectively called "Municipalities"); EAST NORRITON TOWNSHIP MUNICIPAL AUTHORITY, also a municipality authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Collection System Authority" or "East Norriton Authority") and PLYMOUTH TOWNSHIP MUNICIPAL AUTHORITY, also a municipality authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Collection System Authority" or "Plymouth Authority"); (and both East Norriton Authority and Plymouth Authority being hereinafter sometimes collectively called "Collection System Authorities");

W I T N E S S E T H :

WHEREAS, the Municipalities have jointly caused the Treatment Plant Authority to be organized under the Municipality Authorities Act of 1945, P.L. 382, as amended, for the purpose, inter alia, of constructing, maintaining and operating sewage treatment works, including works for the treating and disposal of industrial waste; and

WHEREAS, to finance the cost of construction of a sewage treatment plant and out-fall sewers, and in connection therewith, a certain joint intercepting sewer, a joint pumping station and force main, and all appurtenant facilities, on certain real estate and certain interests in real estate acquired by Treatment Plant Authority (the "Treatment Plant"). Treatment Plant Authority intends to issue its sewage treatment revenue bonds - series of 1959 (the "Treatment Plant Revenue Bonds") under a trust

indenture (the "Treatment Plant Indenture"), with a corporate trustee (the "Treatment Plant Trustee"), to be secured by the pledge to the Treatment Plant Trustee of all revenues of the Treatment Plant Authority derived from or in connection with the Treatment Plant; and

WHEREAS, each Municipality has caused to be organized under the Municipality Authorities Act of 1945, P.L. 382, as amended, separate Municipality Authorities in the respective Townships, called the East Norriton Township Municipal Authority and Plymouth Township Municipal Authority, respectively, each with the power, inter alia, of constructing and leasing, as lessor, sewer collection systems in portions of the respective Townships, the location of which are shown on plans hereinafter referred to and the description of the outside lines of which areas are set forth in Exhibits A and B hereto attached and made a part hereof (said sewer collection systems being hereinafter sometimes referred to as the "Collection Systems" collectively or each "Collection System" individually); and

WHEREAS, to finance the cost of construction of the respective Collection Systems, each Collection System Authority intends to issue its separate sewer collection revenue bonds - series of 1959 (the "Collection System Revenue Bonds"), each series under a separate trust indenture, (the "Collection System Indentures"), each with a corporate trustee, (the "Collection System Trustee"), each to be secured by assignment and pledge to the Collection System Trustee of all revenues, rentals and moneys of the respective Collection System Authority derived from, or in connection with, its respective Collection System, including assessments and including the assignment and pledge of two certain leases and the rentals payable thereunder, from each respective Collection System Authority, as lessor, to each respective Municipality, as lessee; and

WHEREAS, each of said two leases (the "Collection System Leases") is to be dated the same date as the Treatment Plant Revenue Bonds and the Collection System Revenue Bonds and is to be for a period of years, co-extensive with the last maturity date of any of said Bonds; and

WHEREAS, under the Collection System Leases the respective Municipalities are to operate and maintain, including insure, the respective Collection Systems and said operation contemplates the payments to be made by each Municipality for sewage treatment service under this Agreement and the performance of the covenants hereinafter set forth; and

WHEREAS, Treatment Plant Authority is willing to receive into the Treatment Plant, sewage which is to be collected in the Collection System;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the said Treatment Plant Authority, the said Municipalities, and the said Collection System Authorities, parties hereto, do hereby severally agree, each for itself, and not for any other of such parties as follows:

ARTICLE I

Construction and Operation of the Treatment Plant

1.01 The Treatment Plant Authority agrees to cause bids to be advertised and received for the construction of the Treatment Plant coincidentally, as nearly as may be practicable, with the advertisement and receipt by each Collection System Authority of bids for the construction of its respective Collection System. The construction of the Treatment Plant is to be undertaken in accordance with plans and specifications prepared by Albright & Friel, Inc., Consulting Engineers, Philadelphia, Pa. (the "Consulting Engineers"), and approved by the Sanitary Water Board of the Commonwealth of Pennsylvania and by the United States Department of Health, Education and Welfare, if applicable.

1.02 Treatment Plant Authority agrees that it will proceed with reasonable dispatch to construct the Treatment Plant and will complete the same at a time to be agreed upon by the parties hereto so that sewage may be treated therein at the time, as nearly as may be practicable, of the completion of the respective Collection Systems.

1.03 Subject to the limitations hereinafter set forth, Treatment Plant Authority herewith grants to the Municipalities or the Collection System Authorities the perpetual right to connect the Collection Systems with the Treatment Plant. Such connections shall be at such locations as

may be agreed upon by the Treatment Plant Authority and the respective Municipalities or Collection System Authorities, and such connections shall be made and maintained at the sole expense of the respective Municipalities or Collection System Authorities.

1.04 The Treatment Plant Authority shall at its own cost and expense operate and maintain the Treatment Plant and treat and dispose of the sewage delivered thereto in a manner approved by the Sanitary Water Board of the Commonwealth of Pennsylvania and by the United States Department of Health, Education and Welfare, if applicable. The Treatment Plant Authority agrees to continue to operate the Treatment Plant at its highest efficiency, save only in the event of any act of God, war or public calamity not within the control of the Treatment Plant Authority, and then and in such event there may be a cessation until the cause of such cessation shall be eliminated.

ARTICLE II

Construction and Operation of the Collection Systems

2.01 The Collection System Authorities agree to cause bids to be advertised and received for the construction of the respective Collection Systems coincidentally, as nearly as may be practicable, with the advertisement and receipt by the Treatment Plant Authority of bids for the construction of the Treatment Plant. The construction of the Collection Systems is to be undertaken in accordance with plans and specifications prepared by Consulting Engineers and approved by the Sanitary Water Board of the Commonwealth of Pennsylvania and the United States Department of Health, Education and Welfare, if applicable.

2.02 The Collection System Authorities agree that they will proceed with reasonable dispatch to construct the Collection Systems and will complete the same at a time to be agreed upon by the parties hereto so that sewage may be delivered to the Treatment Plant at the time, as nearly as may be practicable, of the completion thereof.

2.03 Subject to the limitations hereinafter set forth, the Municipalities or the Collection System Authorities agree that the respective

Collection Systems will be connected perpetually with the Treatment Plant and that all sewage collected therein will be delivered to the Treatment Plant.

2.04 The Municipalities or the Collection System Authorities shall at their own cost and expense operate and maintain the respective Collection Systems and collect and transport sewage therein and therefrom to the Treatment Plant in a manner approved by the Sanitary Water Board of the Commonwealth of Pennsylvania and by the United States Department of Health, Education and Welfare, if applicable. The Municipalities or the Collection System Authorities agree to continue to operate the respective Collection Systems at their highest efficiency, save only in the event of any act of God, war or public calamity not within the control of the Municipalities or the Collection System Authorities, and then and in such event there may be a cessation until the cause of such cessation shall be eliminated.

ARTICLE III

Payments for Sewage Treatment and Sewage Collection

3.01 Uniform Rates and Charges for Treatment: The Treatment Plant Authority shall charge the Municipalities or the Collection System Authorities for sewage treatment service for each connection to the Collection Systems maintained during each quarterly period, in accordance with a schedule of rates and charges which shall be adopted by Treatment Plant Authority as soon as practicable after the sale of the Treatment Plant Revenue Bonds, but prior to the delivery thereof. Such schedule of rates and charges shall be based on the volume of water used, where property is metered, and on a flat rate or fixture count, where property is not metered, and shall be uniform in its application to the various classifications of properties in both Municipalities receiving sewage treatment service. Each Municipality covenants that it will include such schedule of rates and charges for sewage treatment service in its ordinance (more specifically referred to in Section 3.04) imposing sewer rentals upon the users of the respective Collection Systems, shall collect

such sewage treatment charges as a portion of the charges for the use of the respective Collection Systems.

3.02 Sufficiency of Rates and Charges for Treatment: Rates and charges imposed on the Municipalities or Collection System Authorities for sewage treatment service under Section 3.01 shall be at least such that the total amount to be collected thereunder, together with any other revenues of Treatment Plant Authority derived from or in connection with the Treatment Plant, will be sufficient to provide funds for the following purposes:

(a) to pay, in each year, the reasonable administration expenses of Treatment Plant Authority in connection with the Treatment Plant, including, in each year, the reasonable compensation and expenses of the Treatment Plant Trustee;

(b) to pay, in each year, the reasonable expenses of Treatment Plant Authority of operating, maintaining and repairing, including insuring, the Treatment Plant and making renewals and replacements thereto and all ordinary improvements which may be necessary or proper to maintain adequate service as determined by the Consulting Engineers; and

(c) to provide an amount which, calculated at the time of issuance of the bonds, will over the stated life of the Treatment Plant Revenue Bonds, together with the period covered by the life of any additional bonds issued in accordance with Section 5.01, produce aggregate net revenues, after paying the aggregate expenses provided for in (a) and (b) above, during such period, equal to at least 125% of the total debt service requirements during such period and equal to at least 110% of the debt service requirements in each year of such period.

3.03 Increase of Payments for Treatment: Should it appear to the Treatment Plant Authority that payments made by the Municipalities or Collection System Authorities pursuant to the schedule of rates and charges provided for in Section 3.01 are insufficient to comply with the requirements of Section 3.02, it will revise its schedule of rates and

charges accordingly, and each Municipality or each Collection System Authority agrees that upon request of the Treatment Plant Authority it will immediately revise its sewer rental ordinance in order to comply therewith.

3.04 Sufficiency of Sewer Rentals and Charges Imposed by Municipalities: Each Municipality covenants that it will enact, and will keep in full force and effect during the term of its respective Collection System Lease, an ordinance or ordinances imposing annual sewer rentals and other charges upon the users of the respective Collection System leased thereunder, and will require all owners of improved property adjoining, or abutting on, or adjacent to, the respective Collection System to connect with said System and will provide for the filing and collection of liens for delinquent sewer rentals, impose fines or penalties, or otherwise provide for the enforcement thereof, as may be permitted by law. It is understood and agreed that each Municipality shall make every effort to collect such delinquent sewer rentals and will not make any settlement whereby the amount obtained in payment thereof will be less than the total sum due thereon for sewage treatment service without the prior approval of the Treatment Plant Authority. Each Municipality further covenants that the total of such rentals and charges made for the use of the Collection System, including sewage treatment service, shall be at least such that the amounts which may reasonably be collected annually therefrom, together with any other money received from or in connection with the respective Collection System will be sufficient to provide funds:

(a) for the payment of the annual expenses for the operation, maintenance (including insurance), repair, alteration, inspection and other ordinary expenses in relation to the respective Collection System, particularly including any periodic payments required under Article III of this Agreement for the treatment and disposal of sewage from the respective Collection System, and for making of necessary renewals and replacements and ordinary improvements thereto in order to

maintain adequate service, including income, profits, property, or franchise taxes, if any, payable by each Municipality in relation to its Collection System;

(b) for the payment of rental payable in that year to the respective Collection System Authority under the respective Collection Lease and any supplements thereto; and

(c) to establish a margin of at least 5% of (b) above.

Should the amount collected or received by each Municipality from or in connection with the respective Collection System in any one year be less than the total requirements under (a), (b) and (c) above, each Municipality covenants that it will increase the sewer rentals and other charges, or otherwise adjust the same, so that the amounts to be collected therefrom shall comply with the requirements of this Section and shall make up any deficiencies for the previous year or years.

Should either Collection Lease be terminated and should either Collection System Authority then be in possession of its Collection System, such Authority covenants that it will continue to impose sewer rentals and other charges sufficient to comply with the requirements of this Section, as though such Lease has not been terminated.

Plymouth and Plymouth Authority agree that they will provide in their Collection System Lease that, to the extent on any payment date, the amount to the credit of the separate sewer revenue account maintained by Plymouth is insufficient to pay any sums then due said Authority, Plymouth will pay or make provision for the payment of such deficiency out of any other available current revenues of the Township and if such revenues be insufficient for that purpose, Plymouth will include the unpaid amount in its budget for the ensuing fiscal year.

East Norriton and East Norriton Authority agree that they will provide in their Collection System Lease that, to the extent on any payment date the amount to the credit of the separate sewer revenue account maintained by East Norriton is insufficient to pay any sums then due said Authority, East Norriton will, if, as and when it is authorized

by law to do so, pay or make provision for the payment of such deficiency out of any other available current revenues of the Township and if such revenues be insufficient for that purpose, East Norriton will, if, as and when it is authorized by law to do so, include the unpaid amount in its budget for the ensuing fiscal year.

3.05 Billings and Payments: Immediately following the end of the first quarterly period during which the respective Collection Systems become useable and at the end of each quarterly period thereafter, each Municipality or Collection System Authority agrees to cause bills to be dated and rendered to all of the users of the respective Collection Systems, which bills shall include charges for sewage treatment service pursuant to the schedule of rates and charges provided for in Section 3.01. Information concerning all such bills shall be furnished to the Treatment Plant Authority, and shall be itemized in sufficient detail in respect to sewage treatment service to enable Treatment Plant Authority to determine whether its then current schedule of rates and charges is being properly applied. Within 60 days after the end of each such quarterly period, each Municipality or each Collection System Authority shall pay to the Treatment Plant Trustee the face amount of the aggregate of all billings so rendered by it. In the case of East Norriton, such payments shall be made out of the separate sewer revenue account maintained under its Collection System Lease with East Norriton Authority or out of any other revenues which may be lawfully applied to such purpose. In the case of Plymouth, such payments shall be made out of the separate sewer revenue account maintained under its Collection System Lease with Plymouth Authority or out of any other available current revenues of said Township. Such payments are to be made by each Municipality in consideration of the services rendered by Treatment Plant Authority, which will effect compliance by each Municipality with the duty imposed upon it by law to cease the pollution of the waters of the Commonwealth of Pennsylvania. It is understood and agreed that the payments required under this Article III, are to be made to the Treatment Plant Trustee; and the Treat-

ment Plant Authority hereby directs each Municipality or each Collection System Authority, and each Municipality or each Collection System Authority hereby agrees, to make such payments to the Treatment Plant Trustee.

3.06 Inspection: The financial records, all connections in, and all meters or measuring devices of, each Municipality or its Collection System Authority in relation to the Collection System shall, at all reasonable times, be available for inspection by Treatment Plant Authority. The financial records of Treatment Plant Authority shall likewise, at all reasonable times, be available for inspection by each Municipality or its respective Collection System Authority.

ARTICLE IV

Liabilities

4.01 The Municipalities and the Collection System Authorities shall not be held to be jointly liable in the event of the failure of any of the others to perform and discharge their respective obligations and undertakings under this Agreement, it being the intent hereof that this is a separate Agreement of each of the Municipalities and Collection System Authorities named herein, and grouped for convenience as parties, and not their joint obligation; and that none thereof will, or shall be in any way liable for the performance or non-performance of such undertaking by the other of such parties, nor for any joint responsibility of any sort hereunder; nor shall the default of any Municipality or Collection System Authority as to any obligation hereunder relieve any other Municipality or Collection System Authority parties to this Agreement from its obligations and compliance with the terms thereof.

4.02 All covenants, duties, rights or obligations of each Municipality under this Agreement where stated disjunctively, also to be the covenants, duties, rights or obligations of each Collection System Authority shall be the covenant, duty, right or obligation of the respective Municipality so long as it is in possession of, and operating, the respective Collection System, and shall be the covenant, duty, right or obligation of the respective Collection System Authority only if, as and

when such Collection System Authority is in possession of, and operating such Collection System.

ARTICLE V

Additional Annual Payments

5.01 In the event the Treatment Plant Authority requires additional funds to complete the construction of the Treatment Plant or to rebuild or repair the Treatment Plant, or in the event of fire or other casualty, to the extent that the proceeds of insurance are insufficient for such purpose, or in the event that the capacity of the proposed Treatment Plant shall, at any time become inadequate, necessitating either the enlargement of structure, the need for additional tanks or equipment, or other improvement, and if the Treatment Plant Authority issues additional bonds for any such purposes, each Municipality or each Collection System Authority covenants that it will increase the rates for sewage treatment service sufficient to comply with the requirements of the formula set forth in Section 3.02 applied to such additional bonds.

ARTICLE VI

Insurance

6.01 During the term of this Agreement, Treatment Plant Authority covenants that it will carry insurance, not otherwise provided for, upon and with respect to, the Treatment Plant in a responsible insurance company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against such risks and in such amounts as are usually carried upon, or with respect to, like properties. Such insurance policies shall be non-assessable and shall be for the benefit of the Treatment Plant Authority and the Treatment Plant Trustee as their respective interests may appear, and all losses shall be made payable to and be deposited with and held by such Treatment Plant Trustee. Treatment Plant Trustee shall have the sole right to receive the proceeds of such policies and to collect and receipt for claims thereunder. Treatment Plant Authority will at the time of the completion of the construction and within 45 days after the first day of each year thereafter cause to be

delivered to each Municipality or each Collection System Authority, a Consulting Engineers' Certificate stating that in the opinion of the signers the Treatment Plant Authority has complied with the requirements of this Section and listing the insurance policies and the amounts and expiration dates thereof under which the insurance is maintained hereunder.

ARTICLE VII

Remedies

7.01 In the event either Municipality or each Collection System Authority shall fail or refuse to pay any sums due under this Agreement within thirty (30) days after the same shall become due and payable, the Treatment Plant Authority may take such legal action to enforce its rights under this Agreement as may be permitted by law.

7.02 The Treatment Plant Authority is expressly authorized to stipulate, if so required, in its Treatment Plant Revenue Bonds and in any additional bonds issued under the Treatment Plant Indenture that if at any time the Municipalities or either of them or the Collection System Authorities or either of them shall fail to make the payments required hereunder, the Treatment Plant Trustee may take over the operation and maintenance of the plant, equipment and service of the Treatment Plant Authority. This right shall be in addition to, and not in limitation of, the "Remedies of Bondholders" granted in Section 6 of the Municipality Authorities Act of May 2, 1945, P.L. 382, as amended.

ARTICLE VIII

Arbitration

8.01 In the event of any dispute between or among the parties, or any of them, such dispute may be referred by any party involved to an impartial arbitrator to be appointed by mutual agreement of all parties to the dispute.

8.02 In the event that the parties are unable to agree upon such impartial arbitrator within fifteen (15) days, any party to the dispute may request the Court of Common Pleas of Montgomery County to designate an impartial arbitrator in accordance with its then existing practice;

the designation so made to be final and binding on all parties to the dispute.

8.03 If any party to the dispute shall be dissatisfied with the award of the impartial arbitrator, such party shall have the right to resort to the Court of Common Pleas of Montgomery County in accordance with the provision of the Act of April 25, 1927, P.L. 381, as amended.

ARTICLE IX

Connections to Collection System

9.01 Each Municipality or each Collection System Authority agrees that no connections shall be made between any building or structure and the respective Collection System until it shall have adopted a Resolution establishing rules and regulations for making such connections. Such rules and regulations shall contain, inter alia, all stipulations necessary to insure compliance with the rules and regulations adopted by the Treatment Plant Authority concerning the types of sewage to be excluded from the Treatment Plant. Each Municipality or each Collection System Authority agrees at all times to enforce the provisions of such Resolutions. Each Municipality and each Collection System Authority agree that Treatment Plant Authority or its duly authorized representative shall have the right at all reasonable times to inspect the respective Collection Systems, and to compel the discontinuance of any connections which it finds to be in violation of said Resolutions. Each Municipality or each Collection System Authority agrees that it will not suspend, alter, repeal or amend said Resolutions without first obtaining the written consent of the Treatment Plant Authority.

ARTICLE X

No Competition

10.01 Each Municipality and each Collection System Authority agree that during the term of this Agreement it will not construct or permit, or join in the construction of, a Treatment Plant which will compete with or diminish the services to be rendered by Treatment Plant Authority hereunder, and will not use any facilities for the treatment of sewage from the Collection Systems other than those provided under this Agreement.

ARTICLE XI

Permits

11.01 In the event that it may be necessary, for the proper performance of this Agreement on the part of the Treatment Plant Authority, to apply to any governmental or other agency for any permit or license to do or perform any act or thing contemplated hereby, and if such application must be made by a Municipality or Collection System Authority, or both, rather than by the Treatment Plant Authority, the Municipality affected or Collection System Authority affected, or both, agree that it will execute the required application upon request by the Treatment Plant Authority--all incidental costs to be paid by the Treatment Plant Authority; it being understood that, in executing such application, the Municipality or Collection System Authority shall not assume any obligations beyond those for which it would have been responsible had the Treatment Plant Authority itself made the said application.

ARTICLE XII

Severability

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

ARTICLE XIII

Effective Date and Term

13.01 This Agreement shall become effective upon its execution and delivery by all of the parties hereto and shall remain in full force and effect at least until all bonds issued under the Treatment Plant Indenture and under the Collection System Indentures and any supplements thereto shall have been fully paid as to principal and interest, or provision therefor made and thereafter until terminated by mutual agreement of all of the parties hereto.

IN WITNESS WHEREOF, on the day and year first above written, the said Treatment Plant Authority has hereunto affixed its corporate name

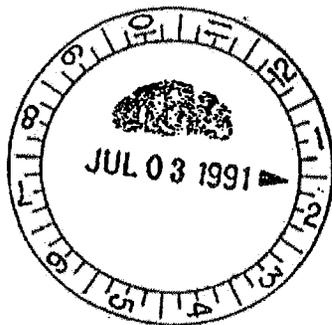
2. *August 14, 1991 Intermunicipal Sewage Treatment Service Agreement, which incorporates Whitpain Township along with the above municipalities and municipal authorities.*

INTERMUNICIPAL
SEWAGE TREATMENT SERVICE AGREEMENT

BETWEEN
EAST NORRITON-PLYMOUTH JOINT SEWER AUTHORITY
AND
EAST NORRITON TOWNSHIP
EAST NORRITON TOWNSHIP MUNICIPAL AUTHORITY
PLYMOUTH TOWNSHIP
PLYMOUTH TOWNSHIP MUNICIPAL AUTHORITY
WHITPAIN TOWNSHIP

MAY 1991

RECEIVED
JUN 20 1991
EAST NORRITON TOWNSHIP



RECEIVED
JUN 14 1991
WHITPAIN TOWNSHIP

INTERMUNICIPAL
SEWAGE TREATMENT SERVICE AGREEMENT

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INTERMUNICIPAL
SEWAGE TREATMENT SERVICE AGREEMENT

This Agreement dated this 14th day of AUGUST, 1991, by and among the East Norriton-Plymouth Joint Sewer Authority (the "Joint Sewer Authority") and East Norriton Township, Plymouth Township, and Whitpain Township (hereinafter sometimes collectively called "Municipalities"), East Norriton Township Municipal Authority and Plymouth Township Municipal Authority (hereinafter sometimes collectively called "Authorities").

RECITALS

WHEREAS, the Joint Sewer Authority owns and operates a wastewater treatment plant (the "Treatment Plant"); and

WHEREAS, the Joint Sewer Authority has entered into an agreement dated October 5, 1959, as amended (said agreement and amendments thereto being hereinafter called the "Joint Treatment Agreement") with East Norriton Township, Plymouth Township, and the Authorities, whereunder the Joint Sewer Authority is treating and disposing of wastewater collected in East Norriton and Plymouth Townships, subject to certain conditions including the payment of certain quarterly service charges, all as set forth in said Joint Treatment Agreement; and

WHEREAS, the Joint Sewer Authority has also entered into an agreement dated October 5, 1959 (the "Whitpain Treatment Agreement") with Whitpain Township and the Whitpain Township Sewer Authority, which Authority no longer exists, whereunder the Joint Sewer Authority is treating and disposing of wastewater collected in certain portions of Whitpain Township, subject to certain conditions including the payment of certain quarterly service charges, all as set forth, or incorporated by reference, in the Whitpain Treatment Agreement; and

WHEREAS, as a result of several issues having arisen among the parties hereto, a Memorandum of Understanding was entered into on April 3, 1989 addressing those issues until such time as a formal detailed agreement could be consummated; and

WHEREAS, it now appears desirable for the Joint Sewer Authority, Municipalities, and Authorities to enter into such a new agreement which would, among other things, modify the existing Joint Treatment Agreement and the Whitpain Treatment Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1. Defined Terms. The terms defined in this Article I, as well as those defined in the preambles, wherever used or referred to in this agreement, shall have the following respective meanings unless a different meaning clearly appears from the context:

"Biochemical Oxygen Demand" (BOD) means the quantity of oxygen expressed in milligrams per liter (mg/l), utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five days at 20 degrees Centigrade. The standard laboratory procedure for this analysis and for any laboratory analyses hereinafter listed shall be that found in the latest edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association.

"Consulting Engineers" means an engineering firm or professional engineer having a favorable repute for skill and experience in the construction and operation of sewer systems and sewage treatment plants, who is registered in Pennsylvania.

"Domestic Waste" means normal household wastes from kitchens, water closets, lavatories and laundries and shall not exceed the following concentration limits:

BOD	250 mg/l
Suspended Solids	250 mg/l

"EDU" or "Equivalent Domestic Unit" shall be a parameter used to convert institutional, commercial and industrial connections to an equivalent number of residential household (domestic) connections and shall be the same as the schedule set forth in the "Resolution of the East Norriton-Plymouth Joint Sewer Authority Establishing a Capital Improvement Fee", ratified on February 8, 1989 and attached hereto as Exhibit A. For any connection not addressed in said schedule, an EDU shall be equal to a wastewater contribution of 275 gallons per day, as such contribution may be amended from time to time by the Joint Authority.

"Flow Year" means the latest 12-month period for which sewage flow data, as measured by meters, is available prior to the date when the operating budget, prepared by the Joint Sewer Authority, is furnished to each Municipality.

"Industrial Wastes" means any and all wastes discharged from an industrial establishment, other than sanitary sewage.

"Maximum 3-Month Average Flow" means the average of the highest three consecutive calendar monthly flows, as calculated during a 12-month period and expressed as a daily flow in million gallons per day (MGD).

"Operation and Maintenance Costs" mean the total costs of operating and maintaining those facilities owned by the Joint Sewer Authority, including but not limited to, labor, materials and supplies, equipment and fixtures, electric power, water, fuel, chemicals, as well as administration, auditing, legal and engineering directly attributable to the Treatment Plant, all contract services, including the costs of operating, maintaining and repairing all metering devices located at Points of Connection, less any Federal or State grants, which are specifically designated by the granting agency to be reimbursement for Operation and Maintenance Costs.

"Point" or "Points of Connection" means a point or points at which any party hereto connects collector or interceptor sewers or force mains over which it has exclusive use and control to a collector or interceptor sewer or pump station which is owned by another municipality (or its respective Authority), two or more municipalities (or their respective Authorities) or the Joint Sewer Authority. Points of Connection are identified on Exhibit B, attached hereto.

"Reserved Capacity" means capacity in the Treatment Plant in the quantities set forth in Article II, Section 2, hereof, allocated to each respective party to this Agreement and reserved for each's exclusive use.

"Sanitary Sewage" means all water-carried domestic waste from residences, offices, hotels, stores, restaurants, commercial establishments, industrial establishments, and similar users.

"Sewage Collection System" means all of the sewage collector facilities constructed or to be constructed by any of the parties to this Agreement for the respective municipality and includes sewers, interceptors, force mains, metering devices, pumping stations and other appurtenances.

"Suspended Solids" means the total suspended matter that either floats on the surface of or is suspended in water, sewage or other liquids, and which is removable by laboratory filtering.

"Treatment Plant" means the existing wastewater treatment plant owned and operated by the Joint Sewer Authority together with any additions, modifications and/or improvements thereto.

"Wastewater" means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated which is contributed into or permitted to enter the treatment plant.

ARTICLE II

TERM AND RESERVED CAPACITY

Section 1. Term. This Agreement shall become effective upon its execution and delivery by all of the parties hereto and shall remain in full force and effect until terminated by mutual agreement of all of the parties hereto; provided, however, it shall not be terminated as long as any bonds issued by the Joint Sewer Authority are outstanding, unless provision for the redemption of such bonds has been made or the termination is determined by the Joint Sewer Authority to have no adverse effect on such bonds.

Upon this Agreement becoming effective in the manner provided above, this Agreement will modify the Joint Treatment Agreement and the Whitpain Treatment Agreement with respect to the subject matter contained herein. Any other

agreements or understandings, written or oral, by and between any of the parties hereto, such as the Plymouth-Whitpain Transportation Agreement or the Interjurisdictional Pretreatment Agreement, to the extent that they are not modified or superseded hereby, shall remain in full force and effect, unless amended or terminated pursuant to the terms contained in such agreements or understandings.

Section 2. Reserved Capacity. Subject to the limitations and payment of charges set forth in this Agreement, East Norriton Township/East Norriton Township Municipal Authority, Plymouth Township/Plymouth Township Municipal Authority and Whitpain Township are granted the right during the term of this Agreement to discharge wastewater to the Treatment Plant to the extent of their respective Reserved Capacities, as determined initially and from time to time pursuant to the terms of this Agreement.

For purposes of this Agreement, the initial Reserved Capacities shall be determined in the following manner:

- a. For a period of one year beginning September 1, 1990, the Joint Sewer Authority will meter the wastewater flows from each Municipality, as provided in Article III, Section 3, as well as the total wastewater flows at the Treatment Plant.
- b. The maximum 3-month average flow treated by the Joint Sewer Authority for all three (3) Municipalities will be calculated for the one year metering period based upon readings of the master meter at the Treatment Plant. That number or any adjustment thereto as provided in Section 2(C) infra, will be subtracted from the total, rated, hydraulic capacity of the Treatment Plant, and the difference will be considered the unused plant capacity.

- c. For the corresponding three months utilized in Section 2(b) supra, the maximum 3-month average flow will be calculated for each Municipality for the one year metering period. At that time the Consulting Engineer may review the results of the metering within the context of the amount of rainfall that was experienced during the one year metering period. To the extent that said year was unusually wet or dry with respect to rainfall and to the extent that this adversely impacted the results attributable to one or more Municipalities, the Consulting Engineers may propose an adjustment to said results based upon generally accepted engineering practices and standards. That number, or any adjustment thereto, will be considered the present used capacity of each respective Municipality.
- d. It is agreed by all of the parties to this Agreement that East Norriton Township shall have 50,000 gallons per day added to its present used capacity to compensate for exfiltration currently occurring in its Sewage Collection System.
- e. The sum of the present used capacity of a Municipality plus one-third of the unused plant capacity will be considered the Reserved Capacity of that Municipality.

The aforesaid Reserved Capacity determination notwithstanding, future connections from Whitpain Township shall be limited to properties situated within the geographic area delineated on the map attached hereto as Exhibit C. Those areas of Whitpain Township delineated in Exhibit C which have not been included under prior Whitpain-Plymouth Transportation agreements shall be further limited to land areas which can connect by gravity to the Township Line and Mermaid pump stations and the Walton Road meter and shall not include any areas the connection of which would require the use of pumps or a pumping station.

It being recognized by the parties hereto that flows emanating from Plymouth and Whitpain Townships currently are being treated at other facilities in addition to the Treatment Plant, each Municipality hereby reserves the right to direct all or a portion of its future wastewater flow to a treatment facility other than the Treatment Plant if this should prove to be the most cost-effective approach, provided that no wastewater currently being conveyed to the Treatment Plant is redirected from the Treatment Plant and further provided that no future wastewater flow, which is included in or considered a part of an expansion undertaken by the Joint Sewer Authority pursuant to Article III, Section 7, is redirected from the Treatment Plant.

Section 3. Rerated Capacity. In the event that the rated capacity of the Treatment Plant is increased (or decreased) in the future, then the Reserved Capacity of each Municipality shall be increased (or decreased) on an equal (one-third) basis among the Municipalities. If any such re-rating will require capital expenditures in excess of monies deemed available for that purpose by the sole discretion of the Joint Sewer Authority in its Bond Redemption and Improvement Fund, then each Municipality or Authority shall be required to provide its one-third share of the required capital expenditure. If a dispute arises over whether a proposed increase in capacity is considered a re-rating, as discussed herein, or an expansion, as discussed in Article III, Section 7, then the Joint Sewer Authority will make the final determination in this matter.

Section 4. Transfer of Reserved Capacity. Should any Municipality discharge wastewater, as measured according to Article III, Section 3, during any flow year in a volume less than its then Reserved Capacity, such unused Reserved Capacity shall be deemed to be available for rental by the other Municipalities. Any Municipality discharging wastewater for three (3) or more months in any flow year in excess of its Reserved Capacity shall be deemed to rent from the Municipality with the largest amount of unused Reserved Capacity for the entire calendar year, a portion of such lessor Municipality's Reserved Capacity.

The annual rental payable by the lessee Municipality in connection with the current Treatment Plant shall be determined as follows:

- a. From the total volume of wastewater discharged by the lessee Municipality for the flow year in which the volume of discharge exceeded the lessee Municipality's Reserved Capacity, as measured according to Article III, Section 3, the lessee Municipality's Reserved Capacity will be subtracted. The difference shall equal the total volume by which such lessee Municipality exceeded its Reserved Capacity.
- b. The total debt service owed by the Joint Sewer Authority on existing facilities for the current budget year will be divided by the total volume of wastewater in 1000 gallons treated at the Treatment Plant for the flow year. The quotient shall equal the debt service per 1000 gallons of wastewater discharged into the Treatment Plant (such cost being rounded to the nearest cent).
- c. The total of the excess wastewater discharged in 1000 gallons as determined in Section 4(a) supra, will be multiplied by the debt service cost per 1000 gallons discharged, as determined in Section 4(b) supra. The product will be multiplied by a penalty factor of 1.50 and shall equal the annual rental payable by the lessee Municipality to the lessor Municipality.

In the event the unused Reserved Capacity being rented is from a future expansion, then the annual debt service attendant to the lessor Municipality's share of such expansion shall be used in substitution for the total debt service, referred to above, and the amount of additional capacity purchased by the lessor Municipality in connection with such expansion shall be used in substitution for the total volume of wastewater treated at the Treatment Plant, referred to above.

The Capacity thus rented shall be deemed to be rented for 12 months by such Municipality until either: (1) the lessee Municipality goes one complete flow year without exceeding its Reserved Capacity; or (2) the lessor Municipality determines, in its discretion, that it requires the use of such rented Capacity for its own use, at which time the lessee Municipality shall surrender such Capacity rented by it and shall, at its expense, replace the Capacity rented by it so that the lessor Municipality will receive back its total Reserved Capacity. In no event shall any rental of Capacity be construed to increase the Reserved Capacity of the lessee Municipality. The sale of Reserved Capacity associated with the existing Treatment Plant is not permitted unless approved by the Joint Sewer Authority. However, the sale of Reserved Capacity associated with a future expansion is permitted, subject to the terms and conditions agreed to by the Municipalities involved, provided that said Municipalities are parties to this Sewage Treatment Service Agreement.

The rental fee owed by the lessee Municipality, together with the distribution thereof, shall be billed annually, as provided in Article V, Section 5, and shall be paid to the lessor Municipality within sixty (60) days of the date of delivery of the billing. If any rental due and payable under this Section shall not be made, as herein provided, a penalty shall accrue thereon as provided in Article V, Section 6.

ARTICLE III

OPERATIONS AND ENFORCEMENT

Section 1. Operations. The Municipalities and Authorities hereby agree that the Joint Sewer Authority shall have exclusive control over the manner and means of operating and maintaining those facilities which the Joint Sewer Authority owns, including the Saw Mill Run pump station and force main and the Treatment Plant and any enlargements, additions, improvements and modifications thereto.

The Municipalities and Authorities designate the Joint Sewer Authority to plan, finance, and supervise the acquisition and construction of any project which enlarges, adds to, improves, or modifies those facilities owned by the Joint Sewer Authority and further designates the Joint Sewer Authority to apply for and accept any aid, grants, subsidized loans or other beneficial programs from any federal, state or governmental agency for use in connection therewith.

Section 2. Metering of Wastewater. The Joint Sewer Authority is hereby authorized in its sole and absolute discretion to establish and install in each of the three municipalities a uniform metering system as determined by the Joint Sewer Authority, in order to isolate and measure the sewage flows from each of the Municipalities to the facilities of the Joint Sewer Authority.

To the extent that the Joint Sewer Authority deems it appropriate to replace existing meter(s) at the points of connection it is hereby authorized to do so. The cost of such specific replacement meters or any new meters determined necessary by the Joint Sewer Authority or replacements to meters heretofore installed or hereafter to be installed, as the case may be, shall be at the expense of the Joint Sewer Authority. It is hereby understood by the parties hereto that, at the execution of this Agreement, the meters at Walton Road, Sheffield Drive, and Saw Mill Run pump station, which were installed and paid for by Whitpain Township, will become the property of and the responsibility of the Joint Sewer Authority.

The Joint Sewer Authority shall have the sole responsibility for maintaining, repairing and calibrating those meters required under this Agreement, including a master meter at the Treatment Plant. The costs attendant thereto shall be included in the Operation and Maintenance Costs of the Joint Sewer Authority which costs shall be shared by the Municipalities as provided in Article V.

All metering devices shall be subject to the following conditions:

- a. The device shall be inspected and tested for accuracy at least once every six months, or such shorter time period as deemed appropriate by the Joint Sewer Authority by a person or entity competent in the inspection and testing of such devices. All repairs of meters of any type shall be accomplished within 30 calendar days of receipt of the inspection report attesting to the meter's malfunction.
- 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 discharged during the time which a faulty meter was malfunctioning. This estimate will be based on an evaluation of past flow records as applied to present conditions and as reviewed and approved by the Joint Authority's Consulting Engineers. The decision of the Joint Sewer Authority shall be conclusive.
- c. Meter records, meter installations, and certified reports of meter inspections, as referenced in Section 2(a) supra, shall be made available to any party hereto at any time upon reasonable notice.
- d. The type of metering devices to be installed will be the sole decision of the Joint Sewer Authority.
- e. Any party hereto shall have the right, upon written notice, to a calibration check of any metering device of the Joint Sewer Authority at any time outside the normal scheduled calibration time for the purpose of checking its accuracy. If the results of such non-scheduled calibrations show that the meter(s) was malfunctioning, then all costs of the non-scheduled calibration will be included in the Treatment Plant's Operations and Maintenance Costs. If no malfunction is found, then the requesting party shall pay all costs for the calibration.

- f. Subject to the requirement for estimates described above, the readings set forth at the metering devices of the Joint Sewer Authority shall constitute conclusive evidence of the amount of wastewater discharged at the points of connection.

Section 3. Flow Measurements. The monthly average of the wastewater flow through the recording meters will be made by the Joint Sewer Authority on or before the first day of the second month of each calendar quarter showing the total and daily wastewater flows discharged during the previous calendar quarter.

For purposes of determining wastewater discharged from each of the Municipalities, the following procedure will apply with respect to the current points of connection:

- a. For East Norriton Township usage will be based upon the meter reading of the East Norriton meter at the Saw Mill Run pump station.
- b. For Whitpain Township usage will be based upon the sum of the meter readings at: (1) Sheffield Drive metering station; (2) Walton Road metering station; and (3) Arch Street force main meter situated at the Saw Mill Run pump station.
- c. For Plymouth Township usage will be based upon the sum of two (2) meter readings which will be derived by a subtraction process as follows: (1) the meter reading of the Plymouth-Whitpain meter at the Saw Mill Run pump station will be reduced by the sum of the meter readings at the Sheffield Drive and Walton Road metering stations and (2) meter reading of the master meter at the Treatment Plant will be reduced by the sum of all the meter readings at the Saw Mill Run pump stations.

It will not be the responsibility of the Joint Sewer Authority to adjust metered flows for each Municipality, as determined above, to account for any users in one Municipality who are connected to the Sewage Collection System of another Municipality wherein such users are, in effect, being counted in the flow of the latter Municipality. The Joint Sewer Authority may, if requested by both parties, act as a mediator in resolving this matter.

The results of any adjustment to the metered flows shall be communicated to the Joint Sewer Authority by the parties involved so that the Joint Sewer Authority may have a record of same. However, in the event that a discharge violation occurs, as described in Article VI, Sections 4, 5, and 6, the Joint Sewer Authority will take the appropriate action, as permitted in the aforesaid Sections, against the Municipality whose metered flow is in violation unless it can be shown that the offending Municipality is not the one being metered but the one with users connected to the Sewage Collection System of the Municipality being metered.

If any new meter(s) are installed at future point(s) of connection, the Joint Sewer Authority will decide at its sole discretion the impact of such meter(s) on the above procedure and change said procedure accordingly. The Joint Sewer Authority will notify the Municipalities about any changes in the above procedure, as required.

Section 4. Facilities Insurance.

- a. The Joint Sewer Authority will cause to be insured the Treatment Plant and any other facilities owned by the Joint Sewer Authority, including the Saw Mill Run pump station and force main and the meters at the points of connection, with a responsible company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against loss or damage by fire, flood, explosion and such other risk and casualty and at replacement cost or, if not

possible, in such amounts as usually are carried upon, or with respect to, like property in Pennsylvania. All insurance shall be for the benefit of the Joint Sewer Authority, and any benefits paid as the results of any insurance claim shall be used to facilitate repair, replacement or reconstruction of the damaged or destroyed portion of the Treatment Plant. Immediately after any loss or damage to the Treatment Plant, or any part thereof, the Joint Sewer Authority will commence and duly prosecute the repair, replacement or reconstruction of the damaged or destroyed portion thereof according to plans and specifications prepared by its Consulting Engineers.

- b. In the event that it shall become necessary to make any repair, replacement or reconstruction of the Treatment Plant, or any portion thereof, and there are insufficient funds available to the Joint Sewer Authority from insurance proceeds or the Bond Redemption and Improvement Fund to pay the costs and expenses thereof, other than insufficiency caused by a breach of Subsection a. above, each party hereto shall pay the same share of the costs of such repair, replacement or reconstruction as exceed the insurance proceeds as its Reserved Capacity bears to the total design capacity of Treatment Plant. Payment of such share shall be made in accordance with Article V hereof.
- c. The Municipalities and/or Authorities will insure their respective sewage collection systems with a responsible company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against loss or damage by fire, flood, explosion and such other risk and casualty and at replacement cost or, if not possible, in such amounts as are usually carried on like property in Pennsylvania. Immediately after any loss or damage to any facilities in either municipality the municipality in which the loss of damage

occurred will commence and duly prosecute the repair, replacement or reconstruction of the damages or destroyed portion of their facilities.

Any Municipality and/or Authority may request the Joint Sewer Authority to secure insurance for its respective sewage collection system in combination with the Joint Sewer Authority's insurance coverage of its own facilities, as required in Section 4(a) supra. The cost of any insurance coverage obtained by the Joint Sewer Authority on behalf of any Municipality and/or Authority will be borne by the respective Municipality and/or Authority.

Section 5. Compliance With Laws. The parties hereto agree to comply with all applicable present and future Pennsylvania or United States laws, rules, regulations, permits, orders and requirements lawfully made by any governmental body having jurisdiction and all applicable grant agreements, unless the same are being contested in good faith by appropriate proceedings.

Section 6. Upgrading of Treatment Plant. If the Pennsylvania Department of Environmental Resources, or any other governmental body having jurisdiction, orders the Joint Sewer Authority to upgrade its treatment, or if the Joint Sewer Authority determines that modifications to the Treatment Plant are necessary in order to maintain current treatment standards, or proper operational procedures, the Joint Sewer Authority agrees to apply for and accept any grants or contributions from any federal, state, or other governmental agency applicable thereto and to construct the facilities necessary to the Treatment Plant. If any such upgrading will result in capital expenditures in excess of monies deemed available for that purpose by the sole discretion of the Joint Sewer Authority in its Bond Redemption and Improvement Fund, then the Joint Sewer Authority will obtain the necessary financing. With respect thereto, each Municipality agrees to pay the same share of the total project costs of such upgrading or modifications as its Reserved Capacity bears to the total capacity of the Treatment Plant. Payment of such share shall be made in accordance with Article V hereof.

Section 7. Expansion of Treatment Plant.

- a. If any Municipality wishes the Joint Sewer Authority to enlarge the Treatment Plant to provide additional treatment capacity, it shall notify the Joint Sewer Authority in writing of the amount of additional capacity it is requesting. Upon receipt of such notification, the Joint Sewer Authority shall notify, in writing, the other Municipalities hereto to determine if they desire additional capacity. Any party hereto who does not respond, in writing, to such notification from the Joint Sewer Authority within sixty (60) days of the date of such notification shall be deemed to have requested no additional capacity.

- b. The Joint Sewer Authority agrees that, after each party hereto has responded or is deemed to have responded, it shall obtain financing, if necessary, and construct the enlargements, additions, improvements or modifications to the Treatment Plant necessary to provide the total additional capacity requested. Such expansion shall be subject to the standards prescribed by the Department of Environmental Resources or any other governmental authority having jurisdiction thereof. Each party requesting additional capacity shall pay its pro-rata share of such enlargement cost determined by dividing its requested additional capacity by the total additional capacity being provided. Payment of such share shall be made in accordance with Article V. In no event shall a party hereto not requesting additional capacity be required to make any payments with respect to any additional capacity provided, except as stipulated in Section 7(c) infra.

- c. If any Municipality is exceeding its then current Reserved Capacity or attendant pollutant loading and has not corrected the situation, as required in Article VI, Section 6(c), and can not lease any capacity, as provided in Article II, Section 4, or if any Municipality is leasing capacity but must surrender such capacity at the request of the lessor Municipality, as permitted in Article II, Section 4, and can not lease any capacity from any other Municipality, then the said offending Municipality must request an expansion of the Treatment Plant, as provided in Section 7(a) supra. If said offending Municipality does not request such an expansion within thirty (30) days after notification by the Joint Sewer Authority, then the Joint Sewer Authority will, at its own discretion, expand the Treatment Plant to accommodate at a minimum the flow or pollutant loading of the offending Municipality in excess of its then current Reserved Capacity or attendant pollutant loading. If the Joint Sewer Authority does not believe that such an expansion is economically feasible, it will construct any holding facilities that it deems appropriate until such time that an expansion is considered economically feasible. In judging economical feasibility, the Joint Authority will investigate, among other things, the cost of treatment being charged by similar facilities. The cost of any such expansion and/or holding facilities will be borne by the offending Municipality in accordance with Section 7(b) supra.

Section 8. Combined Upgrading and Expansion. If concurrently, a project is required to be undertaken pursuant to Sections 6 and 7 supra,

and it becomes impossible to directly relate the costs thereof to either the upgrading requirement or the discretionary expansion, such project costs shall be allocated or equitably apportioned by the Consulting Engineers of the Joint Sewer Authority on the basis of sound and acceptable engineering and/or accounting principles.

Section 9. Joint Sewer Authority Records. The Joint Sewer Authority hereby agrees to make available at all reasonable times to any other party hereto, its agents, servants, employees and representatives, access to all of its records pertaining to operation and/or maintenance of the Treatment Plant.

Section 10. Sewage Collection System Records. Each party hereto agrees to make available at all reasonable times to the Joint Sewer Authority, its agents, servants, employees and representatives access to all records of such party insofar as the same relate to matters covered in this Agreement. Each party hereto also agrees that the Joint Sewer Authority, its agents, servants, employees and representatives shall have access to each party's sewage collection system at reasonable times in order to assure compliance with the terms and provisions of this Agreement.

ARTICLE IV

MAINTENANCE, HOLD HARMLESS AGREEMENT

Section 1. Facilities Maintained. Each party agrees, in connection with its respective sewer facilities, to continuously operate and keep and maintain the same at all times in first-class repair and order and in good and efficient operating condition and to meet the standards prescribed by the Joint Sewer Authority or the Department of Environmental Resources or of any other governmental authority having jurisdiction thereof.

Section 2. Indemnity. Municipalities and Authorities agree to indemnify and hold harmless the Joint Sewer Authority against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement do to the negligence of any such party's servants, agents or employees, or resulting from the failure of their respective sewage collection systems to properly function due to such negligence.

The Joint Sewer Authority agrees to indemnify and hold harmless Municipalities and Authorities against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement due to negligence of Joint Sewer Authority's servants, agents or employees or resulting from the failure of the Treatment Plant to properly function due to such negligence.

If the Joint Sewer Authority should contract (or has contracted) or in any way agrees to operate and maintain the sewer facilities of any Municipality and/or Authority, then the Joint Sewer Authority agrees to indemnify and hold harmless that Municipality and/or Authority against all losses, costs or damages on account of any injury to persons or property due to the negligence of Joint Sewer Authority's servants, agents or employees.

Section 3. Force Majeure. Notwithstanding any other provision of this Agreement, no party hereto shall be responsible for damages to any other for any failure to comply with this Agreement resulting from an act of God, or riot, sabotage, public calamity, flood, strike, breakdown of the Treatment Plant, or other event beyond its reasonable control. The party or parties having the responsibility for the facilities so affected, however, shall proceed promptly to remedy the consequences of such event, with costs to be shared to the extent provided elsewhere herein.

ARTICLE V

CHARGES AND PAYMENTS

Section 1. User Charges. The Joint Sewer Authority will charge, and each Municipality will pay a user fee which, to the extent possible, represents each Municipality's proportionate share of the costs of operating those facilities owned by the Joint Sewer Authority, which facilities include the Saw Mill Run pump station and force main and the Treatment Plant.

The user fees imposed on the Municipalities shall be at least such that the total amount to be collected, together with any other revenues available to the Joint Sewer Authority, will be sufficient in each year to pay:

- a. operation and maintenance costs, as referenced in Article I;
- b. annual debt service, including coverage if any, on all outstanding bonds attendant to the existing facilities owned by the Joint Sewer Authority; and
- c. annual debt service, including coverage if any, on all outstanding bonds attendant to any upgrading or expansion of the Treatment Plant, as provided in Article III, Sections 6, 7 and 8, respectively.

The user fees imposed on the Municipalities will have two components. First, the costs associated with Subsections (a) and (b), supra, will be allocated on the basis of wastewater flow from each Municipality. Second, the costs associated with Subsection (c), supra, if any, will be allocated on the basis of Reserved Capacity, as provided in Section 3 of this Article.

It is understood by the parties hereto that there shall be deducted from the operation and maintenance costs prior to the calculation of the user fees: (1) any funds paid under any applicable State or Federal grant or similar payment intended to offset the operation and maintenance costs and (2) any other revenues available to the Joint Sewer Authority for use in connection with the operation of the Treatment Plant as determined by the Joint Sewer Authority in its sole and absolute discretion.

Section 2. Capital Improvement Fund. A Capital Improvement Fund shall be established by the Joint Sewer Authority for the purposes of funding any improvements, modifications, or enlargements to those facilities owned by the Joint Sewer Authority. The Joint Sewer Authority shall deposit into the Capital Improvement Fund all connection fees collected by the Municipalities on behalf of the Joint Sewer Authority pursuant to Article VII, Section 2, and shall segregate the monies in the Fund by Municipality, apart from the Revenue Fund and other Joint Sewer Authority Funds established in conjunction with the 1978 Bond Issue or any additional bonds issued by the Joint Sewer Authority. Interest accruing on the accounts of each Municipality within the Capital Improvement Fund shall be credited to the Municipality's account and be treated as part of that account.

Section 3. Payment of Capital Costs. In the event the Joint Sewer Authority undertakes certain capital improvements to upgrade its treatment or maintain current treatment standards, as provided in Article III, Section 6, or to expand its treatment capacity at the request of one or more Municipalities, as provided in Article III, Section 7, or to both upgrade and expand concurrently, as provided in Article III, Section 8, each Municipality agrees to pay its pro-rata share of the costs of such capital improvements. The basis of determining this pro-rata share is specified in Article III, Sections 6, 7, and 8.

The Joint Sewer Authority agrees to finance the costs of such capital improvements through the issuance of notes or bonds, as appropriate and will reduce the amount of borrowing pertinent to each Municipality's share by the amount of monies available in each Municipality's account within the Capital Improvement Fund. However, each Municipality shall have the right to reserve a portion or all of the monies in its respective account for future projects by so informing the Joint Sewer Authority of its decision, provided such future projects are the same as those stipulated in Section 2 of this Article. With respect to the repayment of the notes or bonds issued by the Joint Sewer Authority, each Municipality shall pay periodically, as provided in Section 1 of this Article, to the Joint Sewer Authority a sum of money determined by applying the percentage, computed by dividing the amount being financed applicable to each Municipality by the total amount being financed, to the annual debt service requirements plus any fixed amount attributable to said notes or bonds required to be transferred in any such year to any fund under the terms of the Trust Indenture executed in connection with the borrowing.

Section 4. Budget. The Joint Sewer Authority shall prepare, subject to the approval of its Consulting Engineers, and furnish to each Municipality by October 1 of each year, a budget for the next fiscal year beginning April 1, or such other date as may be appropriate should the Joint Sewer Authority change its fiscal year, setting forth: (1) the operation and maintenance costs for such fiscal year, (2) debt service requirements, if any, and (3) each Municipality's share of such annual costs.

In determining each Municipality's share of the operation and maintenance costs and debt service requirements attendant to the existing facilities in a given budget year, the Joint Authority will divide the actual wastewater flow from each Municipality for the flow year as such flow

is determined by Article III, Section 3, by the total metered flow discharged to the Treatment Plant during that same flow year and multiplying that ratio by the aforesaid costs. In determining each Municipality's share of any other debt service requirements, the provisions in Section 3 of this Article will apply.

If at any time during the budget year, unusual or unanticipated increases occur in the cost of operation and maintenance, then the Joint Sewer Authority will provide each Municipality with an amended budget, approved by the Consulting Engineers, setting forth: (1) the reasons(s) for the increase, (2) the revised total cost of operation and maintenance for the budget year less any federal or state grants applicable thereto, and (3) each Municipality's share of such revised total cost, after taking into consideration any payments made to date during the budget year.

Section 5. Billing. Bills for one-quarter (1/4) of the user fees with respect to the total annual cost due pursuant to Section 4, supra, shall be delivered by the Joint Sewer Authority to each Municipality hereto on the first day of April, July, October, and January. The bill delivered to each Municipality on July 1 of each year, or the second billing of the fiscal year should the Joint Sewer Authority change its fiscal year, shall show as separate items any rental fee owed by a lessee Municipality to a lessor Municipality, as provided in Article II, Section 4.

Section 6. Payment of Bills. Bills shall be payable at the office of the Joint Sewer Authority within sixty (60) days of the date of delivery of the bill. There shall be added interest at the rate of twelve (12) percent per annum, which interest rate can be changed from time to time by the Joint Sewer Authority, to bills remaining unpaid after sixty (60) days of the date of delivery of the bills. Said interest shall be chargeable from the due date thereof until payment is received by the Joint Sewer Authority.

Section 7. Surcharge. Any recognizable increase in the operation and Maintenance costs arising out of the quality of effluent discharged by a particular Municipality or Municipalities may be reflected in a surcharge imposed by the Joint Sewer Authority hereunder, payable by such Municipality or Municipalities to equitably reflect the additional costs necessary to treat and/or dispose of such effluent. The amount of such surcharge shall be determined by the Consulting Engineers in accordance with sound engineering principles and be payable to the Joint Sewer Authority.

Section 8. Financial Statement and Records. To the end that the costs upon which the charges imposed under Section 1 of this article may be readily ascertained, the Joint Sewer Authority covenants to keep accounting records indicating the basis for these charges. The Joint Sewer Authority also covenants to deliver to each Municipality a copy of its annual financial statement within thirty (30) days of the receipt thereof from the Joint Sewer Authority's accountant.

ARTICLE VI

EFFLUENT RESTRICTIONS

Section 1. Uniform Standards. The Joint Sewer Authority has adopted uniform wastewater effluent quality standards which will comply with the requirements of all regulatory authorities. Municipalities and Authorities agree not to discharge or permit the discharge of wastewater from their respective sewage collection systems that would violate any of such standards. The Joint Sewer Authority will make no changes in said standards except upon sixty (60) days prior notice to the Municipalities and Authorities.

Section 2. Compliance with Standards. Municipalities and Authorities have enacted appropriate ordinances and/or regulations, and will amend same from time to time as needed, which, among other things, prohibit, and provide adequate penalties for the discharge into their respective sewage collection systems of anything violating the effluent quality restrictions of the Joint Sewer Authority, and hereby covenant to enforce, and request the enforcement of, as applicable, the provisions thereof when brought to its attention. Such ordinances and/or regulations shall also prohibit and/or regulate the discharge into the respective sewage collection system by any person of industrial waste, as defined in the applicable regulations of the Joint Sewer Authority. No Municipality will permit any discharge into its respective sewage collection system except, in the manner and in accordance with the provisions of said ordinance and/or regulations as applicable.

Section 3. Sampling Facilities. When deemed necessary, the Joint Sewer Authority will install, maintain and operate, at the expense of the applicable Municipality, sampling equipment or facilities at or near the point(s) of connection. Each Municipality shall install, maintain and operate additional sampling, equipment or facilities at such points of discharge into each Municipality's sewage collection system from a user thereof whose discharge of wastewater, in the opinion of the Joint Sewer Authority, may be detrimental to the operation of the Treatment Plant.

Section 4. Treatment of Harmful Wastes. If any wastewater discharged by any Municipality is in violation of the Joint Sewer Authority's standards, as determined by this Article, and requires special treatment or would be harmful to the Treatment Plant, then that Municipality will pay the entire cost of any special treatment as a separate charge, and the Municipality, on written notice of violation from the Joint Sewer Authority, shall immediately act to enforce or obtain the enforcement of those quality standard ordinances and/or regulations by connection ban or

by providing or requiring pretreatment of such waste in such manner as is provided by said ordinances or compel disconnection from its respective sewage collection system of the property from which harmful waste is being discharged. Failure by a Municipality to enforce or obtain the enforcement of those quality standard ordinances and/or regulations will be dealt with according to the provisions of the Interjurisdictional Pretreatment Agreement, entered into by the parties hereto and dated February 13, 1985. The aforesaid notwithstanding the Joint Authority shall be entitled to recover from said Municipality the costs of any upgrading, enhancements or other remedial action that it deems necessary as a result of such discharge.

Section 5. Reimbursement for Damages from Improper Discharge. The responsible Municipality will pay the cost of any damage to the Treatment Plant and/or any fines or penalties resulting from the discharge of improper waste from its sewage collection system in violation of the above-mentioned quality standards and restrictions, within thirty (30) days after notice by the Joint Sewer Authority and shall indemnify and hold harmless the Joint Sewer Authority with respect thereto.

Section 6. Discharge Limitations and Remedies.

- a. Each Municipality agrees that the wastewater it discharges will not exceed certain maximum allowable discharge limits, expressed in pounds per day, which will be based upon the concentration limits attributable to domestic waste, as referenced in Article I, and the hydraulic capacity reserved for it, as determined in Article II.
- b. Joint Sewer Authority shall issue a warning to a Municipality when its maximum 3-month average flow or attendant loading of either of the pollutants referenced

above approaches 85 percent of its respective maximum limit. The maximum 3-month average flow criteria is based on current federal and state standards and may be changed from time to time to reflect the federal and state standards in effect at any time. Within thirty (30) days after the warning, the Municipality shall initiate and within ninety (90) days thereafter complete and submit to the Joint Authority an engineering report, which at a minimum addresses the estimated time frame in which the Municipality will completely utilize its hydraulic or pollutant loading capacity.

- c. When the maximum 3-month flow or attendant loading of either of the pollutants referenced above approaches 90 percent of a Municipality's maximum limit, the Joint Sewer Authority will determine how much unused capacity is available for such Municipality and will by dividing said unused capacity by 275 gallons per day, as such amount may be amended from time to time by the Joint Sewer Authority, determine how many EDUs are available to be connected by said Municipality. This determination will be valid as of the date of the calculation and may be recalculated each year. The Municipality will not be permitted to connect any EDUs in excess of the number determined by the Joint Sewer Authority.
- d. In the event that a Municipality shall exceed any of the limits and restrictions on flow or pollutant loadings, as set forth herein, for a period of thirty (30) consecutive days, such Municipality shall take immediate steps to reduce such overloading to the satisfaction of the Joint Sewer Authority and shall not make any connections until such

overloading has been reduced to 85 percent of the Municipality's maximum limit. Furthermore, the Municipality in addition to other payments herein provided for and in addition to any other remedies legally available to the Joint Sewer Authority, shall indemnify and hold harmless the Joint Sewer Authority from any costs, fees, expenses, damages, fines, penalties, including legal, engineering or other fees and expenses, suffered or incurred as a result thereof, except such as are caused by negligence in operation of the Treatment Plant.

ARTICLE VII

CONNECTIONS TO SEWAGE COLLECTION SYSTEM

Section 1. Periodic Reporting. Each Municipality agrees to provide to the Joint Sewer Authority on a quarterly basis a copy of all local sewer connection permits approved by same for a property or properties which will connect to its respective sewage collection system. If requested by the Joint Sewer Authority, each Municipality also agrees to provide to the Joint Sewer Authority, in addition to the aforesaid, a copy of the permit application and attendant modules submitted on behalf of a subdivision to the Pennsylvania Department of Environmental Resources for approval to construct sanitary sewers within such subdivision for connection to the sewage collection system. The Joint Sewer Authority, for its part, agrees to provide to each Municipality on a quarterly basis a copy of the flow data recorded by the meters installed at the points of connection and the Treatment Plant in accordance with Article III, Sections 2 and 3.

Section 2. Capital Contribution Fee. Each Municipality and/or Authority covenants that it has enacted an ordinance or resolution, as appropriate, or will amend an existing ordinance or resolution, as

appropriate, requiring all owners of improved property which can connect to its respective sewage collection system to pay a tapping fee of \$1,000 per EDU, as such term is defined in Article I. This fee is to be collected at the time an application for a sewer connection permit is submitted to the Municipality and is to be paid to the Joint Sewer Authority on a quarterly basis, as appropriate. This fee, which may be changed or modified from time to time by the Joint Sewer Authority, is in addition to any local connection fee, tapping fee, or other charge imposed by the Municipality in regards to the connection of an improved property to its respective sewage collection system. Each Municipality agrees that it will not approve any sewer connection permit unless such Joint Sewer Authority fee has been paid.

Section 3. Approval of Permits. In the event of the failure of a Municipality to report its sewer connections, as required in Section 1 of this Article, or in the event of the imposition of sanctions upon a municipality by the Joint Sewer Authority, as provided in Article VI, Section 6, then the said Municipality shall be required to submit copies of all sewer connection permits intended to be issued by the Municipality for approval by the Joint Sewer Authority prior to the issuance of those permits.

Section 4. Rehabilitation Work. Each Municipality covenants that it will report to the Joint Sewer Authority, whenever practical thirty (30) days prior to initiation of same or as soon as possible thereafter but in no event no later than thirty (30) days after completion of same, any rehabilitation and/or repair work performed on its respective sewage collection system, as well as any studies conducted to determine, isolate, or quantify inflow and infiltration in its respective sewage collection system.

ARTICLE VIII

PLYMOUTH-WHITPAIN TRANSPORTATION AGREEMENT

Section 1. Flow Limitations. The existing Plymouth-Whitpain Transportation Agreement, as amended, shall be further modified and amended to limit and control future flows emanating from Whitpain Township draining into the Saw Mill Run interceptor through the Sheffield Drive and Walton Road metering stations to the geographic areas indicated on the map attached hereto as Exhibit "C", so that Plymouth Township will be assured that, in the future, the Saw Mill Run interceptor shall not become surcharged at any time as the result of flows entering the system from Whitpain Township as follows:

a. Sheffield Drive Metering Station:

- (i) Whitpain agrees that it will not design, install or operate that portion of this collection system draining into the Saw Mill Run interceptor with the capability of discharging sewage flows in excess of 2840 gallons per minute at peak flow.
- (ii) In the event that peak flow rates exceed 3100 gallons per minute for two (2) hours during any two (2) twenty-four (24) hour periods within a span of thirty (30) days, then Whitpain shall immediately commence work on corrective action required to reduce that flow so that it will not exceed 2,840 gallons per minute at peak flow.

(iii) In the event that any single overflow shall occur, determined by the Joint Sewer Authority engineer to be caused by excessive flow from the Sheffield Drive metering station, then a moratorium on future connections from areas discharging through that metering station shall automatically be imposed and Whitpain Township shall thereupon take such immediate action as is required to prevent future surcharges from occurring. Any future connections during the moratorium period would thereafter be permitted only upon the joint consent of the Joint Sewer Authority, Plymouth Township and Plymouth Municipal Authority. At such time as acceptable corrective action has been taken, the moratorium shall be lifted.

b. Walton Road Metering Station:

(i) In the event that the flow exceeds 360 gallons per minute for three (3) hours in five (5) twenty-four (24) hour periods within a span of thirty (30) days, then Whitpain shall promptly cause plans to be prepared for such corrective action as is required to reduce that flow to not more than 440 gallons per minute;

(ii) In the event that the flow exceeds 400 gallons per minute for three (3) hours in five (5) twenty-four (24) hour periods within a span of thirty (30) days, then Whitpain shall immediately commence actual work on corrective action required to reduce that flow to not more than 440 gallons per minute;

(iii) In the event that the flow exceeds 440 gallons per minute for one (1) hour on any single occasion; then a moratorium on future connections from the areas discharging through the Walton Road metering station shall automatically be imposed and Whitpain Township shall thereupon take such other actions as may be required to prevent surcharges from occurring. Any future connections during the moratorium period would thereafter be permitted only upon the joint consent of the Joint Sewer Authority, Plymouth Township and Plymouth Township Municipal Authority. At such time as acceptable corrective action has been take, the moratorium shall be lifted.

Section 2. Interceptor Surcharge. In the event that a surcharge shall occur in the Saw Mill Run Interceptor as the result of Whitpain exceeding flow restrictions from either the Sheffield Drive or the Walton Road metering stations, a moratorium on future connections from the areas discharging into the Saw Mill Run Interceptor shall automatically be imposed and the Whitpain Township shall immediately take such actions as may be necessary to prevent a future surcharge from occurring. Any future connections during the moratorium period would thereafter be permitted only upon the joint consent of the Joint Sewer Authority, Plymouth Township and Plymouth Township Municipal Authority. At such time as acceptable corrective action has been taken, the moratorium shall be lifted.

ARTICLE IX

MISCELLANEOUS

Section 1. Obligations of Municipalities. All bonds, notes or other obligations of the Municipalities and/or Authorities issued, or to be issued, shall for all purposes of this Agreement be the sole obligations of such Municipalities and/or Authorities and shall not in any way directly, or indirectly be deemed a debt or liability of the Joint Sewer Authority.

Section 2. Obligations of Joint Sewer Authority. All bonds, notes or other obligations of the Joint Sewer Authority issued, or to be issued, shall for all purposes of this Agreement be the sole obligation of the Joint Sewer Authority and shall not in any way, directly or indirectly, be deemed a debt or liability of the Municipalities and/or Authorities.

Section 3. Inspection of Records. After written notice, each party to this Agreement shall have the right at any time during business hours to inspect the books and records of the others in order to ascertain the correctness of any figures used in computing the liability of any party to this Agreement to another.

Section 4. Joint Sewer Authority Membership. Whitpain Township shall become a full member of the Joint Sewer Authority with representation equal to the representation of each Municipality on the Joint Sewer Authority, effective at the first meeting of the Joint Sewer Authority following the resolution of all procedural legal matters and the execution of this Agreement by all parties. Each Municipality shall be entitled to appoint an equal number of representatives to the Joint Sewer Authority in accordance with the applicable provisions of the Pennsylvania Municipality Authorities Act.

Section 5. Joint Sewer Authority Engineer. The Joint Sewer Authority will not engage or retain any Consulting Engineer engaged or retained by a contributing Municipality or Authority in connection with sewer matters relating to the Joint Sewer Authority.

Section 6. 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; provided, however, that each party shall use its best efforts to protect each of the other parties from incurring any substantial additional or unnecessary liability or expense as a result of reliance by such other party upon the previous non-enforcement of any term or condition of this Agreement.

Section 7. Modification. This writing constitutes the entire Agreement between the parties, and there are no representations or agreements, verbal or written, other than those contained herein. This Agreement may be amended, modified, or supplemented by the written agreement of all parties.

Section 8. Severability. Should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected, and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 9. Headings. The headings in this Agreement are solely for convenience and shall have no effect in the legal interpretation of any provision hereof.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be properly executed by the Municipalities, Authorities and Joint Sewer Authority, and all of which shall be regarded for all purposes as one original and all of which shall constitute and be but one and the same.

Section 11. Arbitration. Any disputes arising out of this Agreement, except in cases where a decision is left to the sole discretion of the Joint Sewer Authority, shall be submitted to binding arbitration conducted in accordance with the rules and selection process of the American Arbitration Association. The expenses of arbitration shall be assessed by the arbitrator.

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

ATTEST:

Charles W. White
Assistant Secretary



ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
Secretary

EAST NORRITON-PLYMOUTH JOINT
SEWER AUTHORITY

BY: [Signature]
Chairman

EAST NORRITON TOWNSHIP

BY: [Signature]
Chairman

WHITPAIN TOWNSHIP

BY: [Signature]
Chairman

PLYMOUTH TOWNSHIP

BY: [Signature]
Chairman

PLYMOUTH TOWNSHIP MUNICIPAL AUTHORITY

BY: [Signature]
Chairman

EAST NORRITON TOWNSHIP MUNICIPAL AUTHORITY

BY: [Signature]
Via Chairman

PLYMOUTH SANITARY SEWER CONNECTIONS
FLOWS GOING TO EAST NORRITON

ARCH ROAD

3004
3006
3008
3010
3012
3014
3016
3018
3020
3022

TOWNSHIP LINE ROAD

322
324
326

OAKWOOD DRIVE

3019
3021

EXHIBIT A

EXHIBIT "B"

ARCH ROAD SEWER AGREEMENT

<u>STREET #</u>	<u>STREET</u>
400	SAW MILL COURT
401	SAW MILL COURT
402	SAW MILL COURT
403	SAW MILL COURT
404	SAW MILL COURT
405	SAW MILL COURT
406	SAW MILL COURT
407	SAW MILL COURT
408	SAW MILL COURT
409	SAW MILL COURT
410	SAW MILL COURT
411	SAW MILL COURT
412	SAW MILL COURT
413	SAW MILL COURT
414	SAW MILL COURT
415	SAW MILL COURT
416	SAW MILL COURT
417	SAW MILL COURT
418	SAW MILL COURT
419	SAW MILL COURT
420	SAW MILL COURT
421	SAW MILL COURT
422	SAW MILL COURT
423	SAW MILL COURT
424	SAW MILL COURT
425	SAW MILL COURT
426	SAW MILL COURT
427	SAW MILL COURT
428	SAW MILL COURT
429	SAW MILL COURT
430	SAW MILL COURT
431	SAW MILL COURT
432	SAW MILL COURT
434	SAW MILL COURT
436	SAW MILL COURT
438	SAW MILL COURT
440	SAW MILL COURT
442	SAW MILL COURT
444	SAW MILL COURT
446	SAW MILL COURT
448	SAW MILL COURT
450	SAW MILL COURT

<u>STREET #</u>	<u>STREET</u>	
2007	NEW HOPE STREET	
2101	NEW HOPE STREET	SENIOR SUITES
2211	NEW HOPE STREET	
2213	NEW HOPE STREET	
2215	NEW HOPE STREET	
2217	NEW HOPE STREET	
2219	NEW HOPE STREET	
2221	NEW HOPE STREET	
2223	NEW HOPE STREET	
2225	NEW HOPE STREET	
2319	NEW HOPE STREET	
2321	NEW HOPE STREET	
2323	NEW HOPE STREET	
2325	NEW HOPE STREET	
2327	NEW HOPE STREET	
2329	NEW HOPE STREET	
2331	NEW HOPE STREET	

<u>STREET #</u>	<u>STREET</u>
2004	ARCH STREET
2421	ARCH STREET
2425	ARCH STREET
2953	ARCH STREET
2955	ARCH STREET
2961	ARCH STREET
3011	ARCH STREET
3015	ARCH STREET
3019	ARCH STREET
3021	ARCH STREET
3025	ARCH STREET
3029	ARCH STREET
3033	ARCH STREET
3037	ARCH STREET

<u>STREET #</u>	<u>STREET</u>	
101	SUSAN CONSTANT CT	
102	SUSAN CONSTANT CT	
103	SUSAN CONSTANT CT	
104	SUSAN CONSTANT CT	
105	SUSAN CONSTANT CT	
106	SUSAN CONSTANT CT	
107	SUSAN CONSTANT CT	(SMPL)
108	SUSAN CONSTANT CT	" "
109	SUSAN CONSTANT CT	" "
110	SUSAN CONSTANT CT	
111	SUSAN CONSTANT CT	
112	SUSAN CONSTANT CT	
113	SUSAN CONSTANT CT	

<u>STREET #</u>	<u>STREET</u>
114	SUSAN CONSTANT CT
115	SUSAN CONSTANT CT
116	SUSAN CONSTANT CT
117	SUSAN CONSTANT CT
118	SUSAN CONSTANT CT
119	SUSAN CONSTANT CT
120	SUSAN CONSTANT CT

<u>STREET #</u>	<u>STREET</u>
121	DISCOVERY CT
122	DISCOVERY CT
123	DISCOVERY CT
124	DISCOVERY CT
125	DISCOVERY CT
126	DISCOVERY CT
127	DISCOVERY CT
128	DISCOVERY CT
129	DISCOVERY CT
130	DISCOVERY CT
131	DISCOVERY CT
132	DISCOVERY CT
133	DISCOVERY CT
134	DISCOVERY CT
135	DISCOVERY CT
136	DISCOVERY CT
137	DISCOVERY CT
138	DISCOVERY CT
139	DISCOVERY CT
140	DISCOVERY CT
141	DISCOVERY CT
142	DISCOVERY CT

<u>STREET#</u>	<u>STREET</u>
143	JEFFERSON CT
144	JEFFERSON CT
145	JEFFERSON CT
146	JEFFERSON CT
147	JEFFERSON CT
148	JEFFERSON CT
149	JEFFERSON CT
150	JEFFERSON CT
151	JEFFERSON CT
152	JEFFERSON CT
153	JEFFERSON CT
154	JEFFERSON CT
156	JEFFERSON CT

<u>STREET #</u>	<u>STREET</u>
157	JEFFERSON CT
158	JEFFERSON CT
159	JEFFERSON CT
160	JEFFERSON CT
161	JEFFERSON CT
162	JEFFERSON CT

<u>STREET #</u>	<u>STREET</u>
163	PERCY CT
164	PERCY CT
165	PERCY CT
166	PERCY CT
167	PERCY CT
168	PERCY CT
169	PERCY CT
170	PERCY CT
171	PERCY CT
172	PERCY CT

<u>STREET #</u>	<u>STREET</u>
2102	CAROL LANE
2103	CAROL LANE
2104	CAROL LANE
2105	CAROL LANE
2106	CAROL LANE
2107	CAROL LANE
2109	CAROL LANE
2110	CAROL LANE
2111	CAROL LANE
2112	CAROL LANE
2113	CAROL LANE
2115	CAROL LANE
2116	CAROL LANE
2117	CAROL LANE
2118	CAROL LANE
2119	CAROL LANE
2120	CAROL LANE
2121	CAROL LANE
2123	CAROL LANE
2124	CAROL LANE
2125	CAROL LANE

<u>STREET #</u>	<u>STREET</u>
2132	CAROL LANE
2202	CAROL LANE ✓
2204	CAROL LANE ✓
2206	CAROL LANE ✓
2208	CAROL LANE ✓
2210	CAROL LANE ✓
2212	CAROL LANE ✓
2318	CAROL LANE ✓
2320	CAROL LANE ✓
2322	CAROL LANE ✓

<u>STREET #</u>	<u>STREET</u>
1902	TEARDROP TERRACE
1904	TEARDROP TERRACE
1906	TEARDROP TERRACE
1907	TEARDROP TERRACE
1909	TEARDROP TERRACE
1911	TEARDROP TERRACE

<u>STREET#</u>	<u>STREET</u>
173	GODSPEED COURT
174	GODSPEED COURT
175	GODSPEED COURT
176	GODSPEED COURT
177	GODSPEED COURT
155	GODSPEED COURT

<u>STREET#</u>	<u>STREET</u>
	JOHNSON HIGHWAY ST PAUL'S SCHOOL

<u>STREET#</u>	<u>STREET</u>
306	CENTRAL STREET
2316	CENTRAL STREET

<u>STREET#</u>	<u>STREET</u>
7	BRISTOL STREET ✓
	BRISTOL STREET HERBERT JONES

<u>STREET#</u>	<u>STREET</u>
303	CONNOR AVENUE ✓
305	CONNOR AVENUE ✓
306	CONNOR AVENUE ✓
311	CONNOR AVENUE ✓
312	CONNOR AVENUE ✓
1718	CONNOR AVENUE ✓

<u>STREET#</u>	<u>STREET</u>
304	HAZELTON STREET
306	HAZELTON STREET
309	HAZELTON STREET
311	HAZELTON STREET
313	HAZELTON STREET

<u>STREET#</u>	<u>STREET</u>
306	WARSAW STREET

<u>STREET#</u>	<u>STREET</u>
1904	RAHWAY AVENUE ✓
1905	RAHWAY AVENUE ✓
1906	RAHWAY AVENUE ✓
1907	RAHWAY AVENUE ✓
1908	RAHWAY AVENUE ✓
1909	RAHWAY AVENUE ✓
1910	RAHWAY AVENUE ✓
2004	RAHWAY AVENUE ✓
2006	RAHWAY AVENUE ✓
2009	RAHWAY AVENUE ✓
2011	RAHWAY AVENUE ✓
2012	RAHWAY AVENUE ✓
2107	RAHWAY AVENUE ✓
2108	RAHWAY AVENUE ✓
2110	RAHWAY AVENUE ✓
2111	RAHWAY AVENUE ✓
2112	RAHWAY AVENUE ✓
2200	RAHWAY AVENUE ✓
2201	RAHWAY AVENUE
2202	RAHWAY AVENUE
2203	RAHWAY AVENUE
2208	RAHWAY AVENUE
2301	RAHWAY AVENUE
2302	RAHWAY AVENUE
2303	RAHWAY AVENUE
2305	RAHWAY AVENUE
2315	RAHWAY AVENUE
2324	RAHWAY AVENUE
2325	RAHWAY AVENUE
2326	RAHWAY AVENUE
2450	RAHWAY AVENUE

17

JFP/ad
archsewr.jp

EAST NORRITON TOWNSHIP CONNECTIONS TO ARCH ROAD LINE

Saw Mill Court	42
New Hope Street	16
Arch Street	14
Susan Constant Ct. (Jamestowne)	20
Discovery Ct. (Jamestowne)	22
Jefferson Ct. (Jamestowne)	19
Percy Ct. (Jamestowne)	10
Godspeed Ct. (Jamestowne)	6
Carol Lane	31
Teardrop Terrace	6
Johnson Highway (St. Paul's)	8 (EDUs)
Central Street	2
Bristol Street	2 - 2
Connor Avenue	6 - 6
Hazelton Street	5
Warsaw Street	1
Rahway Avenue	31 - 17
Senior Suites	26 (EDUs)
Subtotal	<u>267</u> - 26 = 242

PLYMOUTH CONNECTIONS TO ARCH ROAD LINE

New Hope Street	14
Arch Road	26
Renel Road	1
Oxford Road	6
Germantown Pike	1
Henley Road	26
Subtotal	<u>74</u>

PLYMOUTH FLOWS GOING TO EAST NORRITON

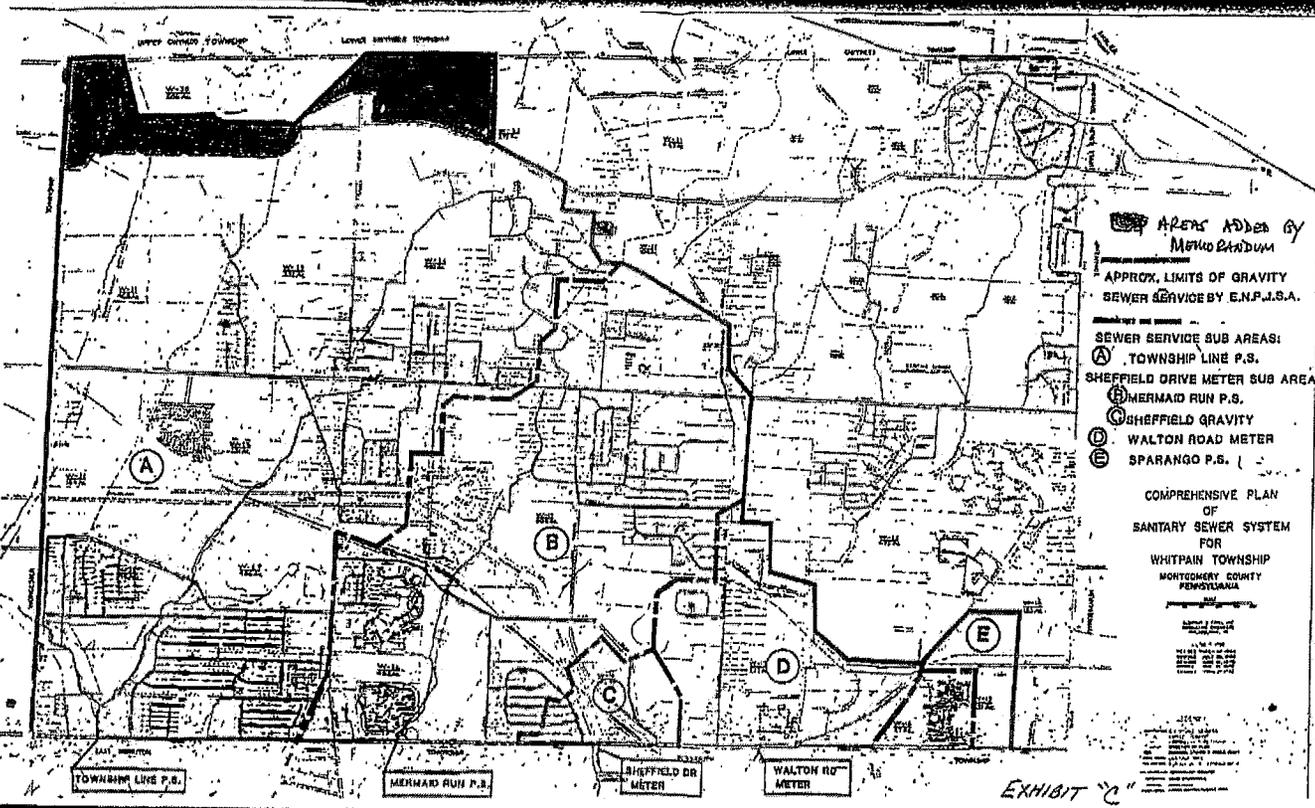
Old Arch Street	10
Township Line Road	3
Oakwood Drive	2
Subtotal	<u>15</u>

Total Connections in Question - 356 - 26 = 331
(267 East Norriton; 89 Plymouth)

Allocation of Arch Road Line Maintenance Costs (Per Agreement)

East Norriton	-	²²⁴ 267/356	=	75%	224/331 = 68 73
Plymouth	-	89/356	=	25%	89/331 = 27

EXHIBIT C



3. *August 13, 1991 Agreement with Plymouth Township Municipal Authority, Plymouth Township, East Norriton Sewer Authority and East Norriton Board of Supervisors, with regard to sharing of collection facilities along common municipal borders.*

A G R E E M E N T

THIS AGREEMENT, made this 13th day of August, 1990, by and between the PLYMOUTH TOWNSHIP MUNICIPAL AUTHORITY and PLYMOUTH TOWNSHIP, bodies politic and corporate, of the Township of Plymouth, County of Montgomery, Commonwealth of Pennsylvania, (hereinafter referred to as "PLYMOUTH") and the EAST NORRITON SEWER AUTHORITY and EAST NORRITON TOWNSHIP BOARD OF SUPERVISORS, likewise bodies politic and corporate of the Township of East Norriton, County of Montgomery, Commonwealth of Pennsylvania, (hereinafter referred to as "EAST NORRITON"):

W I T N E S S E T H:

WHEREAS, PLYMOUTH AND EAST NORRITON each desire to drain certain areas of their municipalities by the means of sanitary sewer collection system located within the boundary of the other; and

WHEREAS, neither of said municipalities has existing sanitary sewage collection facilities available in their own municipalities to drain those certain areas; and

WHEREAS, PLYMOUTH AND EAST NORRITON each have available existing sanitary sewage collection facilities for acceptance of sewage from the other municipality in those areas where said municipalities are unable to supply such facilities to their property owners; and

WHEREAS, PLYMOUTH AND EAST NORRITON have each agreed to accept such sewage for collection and to allow property owners of

the other to be connected to their sanitary sewage collection systems;

NOW THEREFORE, this agreement witnesseth:

1. PLYMOUTH and EAST NORRITON each agree to accept into their mains, trunklines, outfall sewers, and pumping stations, sanitary sewage from property owners of each other located in specific geographic areas within each municipality as set forth in Exhibit "A" for Plymouth Township and Exhibit "B" for East Norriton Township as attached hereto.

2. PLYMOUTH and EAST NORRITON each agree to convey, through their respective collection systems, any sanitary sewage received under the terms of this Agreement to the East Norriton-Plymouth Joint Sewer Authority sewage treatment facility in accordance with the terms hereinafter provided.

3. PLYMOUTH shall bill PLYMOUTH property owners for sewer rentals based on rates as charged in the PLYMOUTH sewer area and EAST NORRITON shall bill EAST NORRITON property owners sewer rentals based on rates as charged in the EAST NORRITON sewer area. PLYMOUTH and EAST NORRITON shall bill for sewer collection rentals on an individual basis and retain said rentals for their own use. PLYMOUTH shall bill and remit to the East Norriton-Plymouth Joint Sewer Authority proper charges for sewage treatment service for the said PLYMOUTH properties and EAST NORRITON shall bill and remit to the East Norriton-Plymouth Joint Sewer Authority proper charges for sewage treatment service for the said EAST NORRITON properties.

4. PLYMOUTH and EAST NORRITON both agree that the amount of flow generated and transported through each other's municipality

collection system will be attributed to the total flow of each municipality for purposes of determining utilization of capacity and for allocation of the budget as determined by the East Norriton-Plymouth Joint Sewer Authority under the terms of the Intermunicipal Service Agreement. Furthermore, it is agreed that the East Norriton-Plymouth Joint Sewer Authority shall periodically establish the number of gallons per day per EDU (currently 275 gallons per day) which will be utilized in determining the amount of flow to be reallocated between the respective municipalities. In this regard, it shall be the responsibility of EAST NORRITON and PLYMOUTH to agree on the proper allocation of flow on an annual basis and to inform the Joint Sewer Authority on a timely basis (no later than September 1st of each year) to permit the Joint Sewer Authority to make the necessary adjustments for the purpose of allocating its budget and the calculation of the use of capacity regarding each municipality. For example, based on current connections the adjustment would be as follows:

Total Connections - 356
(267 East Norriton; 89 Plymouth)

Net East Norriton flows currently being charged
to Plymouth by Joint Authority: $267 - 15 = 252$

$252 \text{ EDU's} \times 275 \text{ gallons/day} = 69,300 \text{ gallons/day}$

This figure of 69,300 will be reported to the Joint Authority and on a daily basis is to be deducted from Plymouth's flows and added to East Norriton's.

5. Each municipality agrees to be responsible for its share of the cost of the maintenance, repair, replacement and operation (including liability claims and fines) of the sewage collection lines utilized under the terms of this Agreement located in each municipality. The allocation of these costs between

PLYMOUTH and EAST NORRITON shall be based on a percentage determined by the number of EDU's connected by each municipality to the collection lines of the other municipality in relation to the total number of EDU's connected to said lines. For example, it has been agreed by PLYMOUTH and EAST NORRITON that as of the effective date of this Agreement, PLYMOUTH has 89 connections to the Old Arch Street-New Hope Street line located in PLYMOUTH TOWNSHIP and to other East Norriton lines and that EAST NORRITON has 267 connections to the Old Arch Street-New Hope Street line which results in a percentage allocation of said costs of 25% to PLYMOUTH and 75% to EAST NORRITON. (Please note the schedule attached hereto as Exhibit C.) It is also agreed that these percentages may be modified on an annual basis by April 1st of each year as future connections are added by each township. As a future condition of this Agreement, PLYMOUTH agrees to have the Old Arch Street-New Hope Street connection line inspected by TV and agrees to submit the inspection results to EAST NORRITON. The costs of this inspection shall be shared 75% by EAST NORRITON and 25% by PLYMOUTH.

6. Only residential units and office buildings shall be permitted to be connected under the terms of this Agreement. All other connections shall be subject to separate negotiation and agreement by the parties hereto.

7. All connection and/or impact fees are to be charged by the municipality in which the connecting EDU is located, based on each municipality's own schedule of fees. The municipality collecting said fees from its property owners is responsible to remit to the municipality in which the collection system is located an amount equal to any connection and/or impact fee charged by that

municipality, but in no event greater than the connection fee or impact fee actually collected. Each municipality agrees to report to the other municipality any connection to be made to its sanitary sewage system prior to such connections. Any connection fees and/or impact fees charged by East Norriton-Plymouth Joint Sewer Authority for any connections within either municipality will be collected by the municipality in which the connecting residence is located and remitted to the Joint Sewer Authority in accordance with its rules and regulations.

8. It is agreed that the terms of this agreement do not give to either municipality a fixed property right in the sewage collection system of the other. It is, however, understood that perpetually hereafter each municipality shall have the right to continue to dispose of sewage received from such connections made under this agreement into the sanitary sewage collection system of the other.

9. It is further agreed and understood that if any proposed connection or connections of one municipality to the sewer system of the other will overload the sewer collection lines or sewer pumping system of the receiving municipality, the receiving municipality shall have the right to refuse to accept such additional connection or connections. In the event of such refusal to accept additional connections, the agreement between the municipal parties hereto providing for mutual acceptance of sewage from the other shall be deemed terminated as to all future connections. However, the terms and conditions of this agreement as to connections in existence on the date of such termination shall continue in full force and effect.

10. The termination of this agreement as to additional connections in accordance with the provisions of paragraph 9 above shall not prevent either of the municipal parties hereto from accepting other new connections under the terms and conditions set forth herein on an individual basis, where the parties hereto mutually agree that any such new connections shall be made under and subject to the terms and conditions of this agreement.

11. Each of said municipalities acknowledges that it has received copies of and is familiar with the ordinances of the other pertaining to sewage collections and connection and each hereby agrees to comply with the ordinances of the other pertaining thereto. At their option, each municipality may inspect the installations made in the areas of the other which drain into the receiving municipality's sewage system.

12. Each municipality hereby agrees that they will conform with all local, state and federal ordinances, rules and regulations which control the quality and quantity of sewage disposed into sewage collection systems of each other pursuant to the terms of this Agreement.

13. It is hereby agreed and understood that if and when either of the municipalities which are parties hereto construct or install its own sanitary sewage collection system to accommodate the area of that municipality contemplated to be serviced hereunder by the sanitary sewage collection system of the other, that at such time the properties then so connected will thereupon be connected to the sanitary sewage system of the municipality in which the properties are situate, whereupon this agreement shall become null and void as to those connections.

14. It is hereby agreed by PLYMOUTH and EAST NORRITON that the effective date of this Agreement shall be April 1, 1990.

IN WITNESS WHEREOF, the parties hereto intending to be bound hereby have caused to be affixed their corporate seals, duly attested by the proper corporate officers of each.

PLYMOUTH TOWNSHIP MUNICIPAL
AUTHORITY

Attest:

[Signature]

By:

Harman R. Vanokar

PLYMOUTH TOWNSHIP COUNCIL

Attest:

[Signature]

By:

[Signature]

EAST NORRITON TOWNSHIP MUNICIPAL
AUTHORITY

Attest:

Fritz H. Amfeld

By:

William S. Marsh

EAST NORRITON TOWNSHIP BOARD OF
SUPERVISORS

Attest:

Helmut J. Bannard
5.13.91

By:

John W. Schubert



PLYMOUTH SANITARY SEWER CONNECTIONS
FLOWS GOING TO EAST MORRITON

ARCH ROAD

3004
3006
3008
3010
3012
3014
3016
3018
3020
3022

TOWNSHIP LINE ROAD

322
324
326

OAKWOOD DRIVE

3019
3021

EXHIBIT "B"

ARCH ROAD SEWER AGREEMENT

<u>STREET #</u>	<u>STREET</u>
400	SAW MILL COURT
401	SAW MILL COURT
402	SAW MILL COURT
403	SAW MILL COURT
404	SAW MILL COURT
405	SAW MILL COURT
406	SAW MILL COURT
407	SAW MILL COURT
408	SAW MILL COURT
409	SAW MILL COURT
410	SAW MILL COURT
411	SAW MILL COURT
412	SAW MILL COURT
413	SAW MILL COURT
414	SAW MILL COURT
415	SAW MILL COURT
416	SAW MILL COURT
417	SAW MILL COURT
418	SAW MILL COURT
419	SAW MILL COURT
420	SAW MILL COURT
421	SAW MILL COURT
422	SAW MILL COURT
423	SAW MILL COURT
424	SAW MILL COURT
425	SAW MILL COURT
426	SAW MILL COURT
427	SAW MILL COURT
428	SAW MILL COURT
429	SAW MILL COURT
430	SAW MILL COURT
431	SAW MILL COURT
432	SAW MILL COURT
434	SAW MILL COURT
436	SAW MILL COURT
438	SAW MILL COURT
440	SAW MILL COURT
442	SAW MILL COURT
444	SAW MILL COURT
446	SAW MILL COURT
448	SAW MILL COURT
450	SAW MILL COURT

<u>STREET #</u>	<u>STREET</u>	
2007	NEW HOPE STREET	
2101	NEW HOPE STREET	SENIOR SUITES
2211	NEW HOPE STREET	
2213	NEW HOPE STREET	
2215	NEW HOPE STREET	
2217	NEW HOPE STREET	
2219	NEW HOPE STREET	
2221	NEW HOPE STREET	
2223	NEW HOPE STREET	
2225	NEW HOPE STREET	
2319	NEW HOPE STREET	
2321	NEW HOPE STREET	
2323	NEW HOPE STREET	
2325	NEW HOPE STREET	
2327	NEW HOPE STREET	
2329	NEW HOPE STREET	
2331	NEW HOPE STREET	

<u>STREET #</u>	<u>STREET</u>
2004	ARCH STREET
2421	ARCH STREET
2425	ARCH STREET
2953	ARCH STREET
2955	ARCH STREET
2961	ARCH STREET
3011	ARCH STREET
3015	ARCH STREET
3019	ARCH STREET
3021	ARCH STREET
3025	ARCH STREET
3029	ARCH STREET
3033	ARCH STREET
3037	ARCH STREET

<u>STREET #</u>	<u>STREET</u>	
101	SUSAN CONSTANT CT	
102	SUSAN CONSTANT CT	
103	SUSAN CONSTANT CT	
104	SUSAN CONSTANT CT	
105	SUSAN CONSTANT CT	
106	SUSAN CONSTANT CT	
107	SUSAN CONSTANT CT	(SMPL)
108	SUSAN CONSTANT CT	" "
109	SUSAN CONSTANT CT	" "
110	SUSAN CONSTANT CT	
111	SUSAN CONSTANT CT	
112	SUSAN CONSTANT CT	
113	SUSAN CONSTANT CT	

<u>STREET #</u>	<u>STREET</u>
114	SUSAN CONSTANT CT
115	SUSAN CONSTANT CT
116	SUSAN CONSTANT CT
117	SUSAN CONSTANT CT
118	SUSAN CONSTANT CT
119	SUSAN CONSTANT CT
120	SUSAN CONSTANT CT

<u>STREET #</u>	<u>STREET</u>
121	DISCOVERY CT
122	DISCOVERY CT
123	DISCOVERY CT
124	DISCOVERY CT
125	DISCOVERY CT
126	DISCOVERY CT
127	DISCOVERY CT
128	DISCOVERY CT
129	DISCOVERY CT
130	DISCOVERY CT
131	DISCOVERY CT
132	DISCOVERY CT
133	DISCOVERY CT
134	DISCOVERY CT
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136	DISCOVERY CT
137	DISCOVERY CT
138	DISCOVERY CT
139	DISCOVERY CT
140	DISCOVERY CT
141	DISCOVERY CT
142	DISCOVERY CT

<u>STREET#</u>	<u>STREET</u>
143	JEFFERSON CT
144	JEFFERSON CT
145	JEFFERSON CT
146	JEFFERSON CT
147	JEFFERSON CT
148	JEFFERSON CT
149	JEFFERSON CT
150	JEFFERSON CT
151	JEFFERSON CT
152	JEFFERSON CT
153	JEFFERSON CT
154	JEFFERSON CT
156	JEFFERSON CT

<u>STREET #</u>	<u>STREET</u>
157	JEFFERSON CT
158	JEFFERSON CT
159	JEFFERSON CT
160	JEFFERSON CT
161	JEFFERSON CT
162	JEFFERSON CT

<u>STREET #</u>	<u>STREET</u>
163	PERCY CT
164	PERCY CT
165	PERCY CT
166	PERCY CT
167	PERCY CT
168	PERCY CT
169	PERCY CT
170	PERCY CT
171	PERCY CT
172	PERCY CT

<u>STREET #</u>	<u>STREET</u>
2102	CAROL LANE
2103	CAROL LANE
2104	CAROL LANE
2105	CAROL LANE
2106	CAROL LANE
2107	CAROL LANE
2109	CAROL LANE
2110	CAROL LANE
2111	CAROL LANE
2112	CAROL LANE
2113	CAROL LANE
2115	CAROL LANE
2116	CAROL LANE
2117	CAROL LANE
2118	CAROL LANE
2119	CAROL LANE
2120	CAROL LANE
2121	CAROL LANE
2123	CAROL LANE
2124	CAROL LANE
2125	CAROL LANE

<u>STREET #</u>	<u>STREET</u>
2132	CAROL LANE
2202	CAROL LANE ✓
2204	CAROL LANE ✓
2206	CAROL LANE ✓
2208	CAROL LANE ✓
2210	CAROL LANE ✓
2212	CAROL LANE ✓
2318	CAROL LANE ✓
2320	CAROL LANE ✓
2322	CAROL LANE ✓

<u>STREET #</u>	<u>STREET</u>
1902	TEARDROP TERRACE
1904	TEARDROP TERRACE
1906	TEARDROP TERRACE
1907	TEARDROP TERRACE
1909	TEARDROP TERRACE
1911	TEARDROP TERRACE

<u>STREET#</u>	<u>STREET</u>
173	GODSPEED COURT
174	GODSPEED COURT
175	GODSPEED COURT
176	GODSPEED COURT
177	GODSPEED COURT
155	GODSPEED COURT

<u>STREET#</u>	<u>STREET</u>
	JOHNSON HIGHWAY
	ST PAUL'S SCHOOL

<u>STREET#</u>	<u>STREET</u>
306	CENTRAL STREET
2316	CENTRAL STREET

<u>STREET#</u>	<u>STREET</u>
7	BRISTOL STREET ✓
	BRISTOL STREET
	HERBERT JONES

<u>STREET#</u>	<u>STREET</u>
303	CONNOR AVENUE ✓
305	CONNOR AVENUE ✓
306	CONNOR AVENUE ✓
311	CONNOR AVENUE ✓
312	CONNOR AVENUE ✓
1718	CONNOR AVENUE ✓

<u>STREET#</u>	<u>STREET</u>
304	HAZELTON STREET
306	HAZELTON STREET
309	HAZELTON STREET
311	HAZELTON STREET
313	HAZELTON STREET

<u>STREET#</u>	<u>STREET</u>
306	WARSAW STREET

<u>STREET#</u>	<u>STREET</u>
1904	RAHWAY AVENUE ✓
1905	RAHWAY AVENUE ✓
1906	RAHWAY AVENUE ✓
1907	RAHWAY AVENUE ✓
1908	RAHWAY AVENUE ✓
1909	RAHWAY AVENUE ✓
1910	RAHWAY AVENUE ✓
2004	RAHWAY AVENUE ✓
2006	RAHWAY AVENUE ✓
2009	RAHWAY AVENUE ✓
2011	RAHWAY AVENUE ✓
2012	RAHWAY AVENUE ✓
2107	RAHWAY AVENUE ✓
2108	RAHWAY AVENUE ✓
2110	RAHWAY AVENUE ✓
2111	RAHWAY AVENUE ✓
2112	RAHWAY AVENUE ✓
2200	RAHWAY AVENUE ✓
2201	RAHWAY AVENUE
2202	RAHWAY AVENUE
2203	RAHWAY AVENUE
2208	RAHWAY AVENUE
2301	RAHWAY AVENUE
2302	RAHWAY AVENUE
2303	RAHWAY AVENUE
2305	RAHWAY AVENUE
2315	RAHWAY AVENUE
2324	RAHWAY AVENUE
2325	RAHWAY AVENUE
2326	RAHWAY AVENUE
2450	RAHWAY AVENUE

17

JFP/ad
archsewr.jp

EAST NORRITON TOWNSHIP CONNECTIONS TO ARCH ROAD LINE

Saw Mill Court	42
New Hope Street	16
Arch Street	14
Susan Constant Ct. (Jamestowne)	20
Discovery Ct. (Jamestowne)	22
Jefferson Ct. (Jamestowne)	19
Percy Ct. (Jamestowne)	10
Godspeed Ct. (Jamestowne)	6
Carol Lane	31
Teardrop Terrace	6
Johnson Highway (St. Paul's)	8 (EDUs)
Central Street	2
Bristol Street	2 - 2
Connor Avenue	6 - 6
Hazelton Street	5
Warsaw Street	1
Rahway Avenue	31 - 17
Senior Suites	26 (EDUs)
Subtotal	<u>267</u> - 25 = 242

PLYMOUTH CONNECTIONS TO ARCH ROAD LINE

New Hope Street	14
Arch Road	26
Renel Road	1
Oxford Road	6
Germantown Pike	1
Henley Road	26
Subtotal	<u>74</u>

PLYMOUTH FLOWS GOING TO EAST NORRITON

Old Arch Street	10
Township Line Road	3
Oakwood Drive	2
Subtotal	<u>15</u>

Total Connections in Question - 356 - 25 = 331
 (267 East Norriton; 89 Plymouth)

Allocation of Arch Road Line Maintenance Costs (Per Agreement)

East Norriton	-	²²⁴ 267/356	=	75%	202/331 = 50 73
Plymouth	-	89/356	=	25%	89/331 = 27

4. *July 18, 1994 Agreement between East Norriton Township, Whitpain Township and John DiSanto, with regard to flow from four lots along Township Line Road in East Norriton Township into the sewage collection system owned by Whitpain Township.*

RECEIVED JUL 20 1994

AGREEMENT

THIS AGREEMENT, made this 18th day of July, 1994, by and among East Norriton Township, body politic and corporate, of the Township of East Norriton, County of Montgomery and Commonwealth of Pennsylvania (hereinafter called "East Norriton"), Whitpain Township, body politic and corporate, of the Township of Whitpain, Montgomery County and Commonwealth of Pennsylvania (hereinafter called "Whitpain"), and John DiSanto (hereinafter called "DiSanto") with a residential address of 1750 Skippack Pike, Unit 2009, Blue Bell, Pennsylvania, 19422.

WITNESSETH:

WHEREAS, DiSanto, a landowner of a certain parcel of land consisting of four (4) lots located on Township Line Road, East Norriton Township, Block 6, Unit 26 on the East Norriton Tax Map (hereinafter referred to as the "Lots") desires to drain, by means of a sanitary sewer, this property; and

WHEREAS, there are no existing facilities located on Township Line Road owned by East Norriton to provide sanitary sewer connection facilities for these lots; and

WHEREAS, Whitpain has existing sanitary sewage connection facilities and mains to which these lots could connect; and

WHEREAS, DiSanto has requested Whitpain to permit the four lots to deposit sanitary sewage in the mains, trunk lines or outfall sewers, including a pumping station, if necessary, from a

lateral collection line to be constructed by DiSanto and connected with the lines of Whitpain at a point on the easterly side of Township Line Road and across the road from the site of DiSanto's property;

WHEREAS, Whitpain agrees to accept such sanitary sewage from the four lots.

NOW, THEREFORE, this Agreement witnesseth:

1. Whitpain agrees to accept sewage from the four lots into its mains, trunk lines, or outfall sewers, including a pumping station, if necessary, to be delivered by a lateral line constructed by DiSanto, at a point located at its facilities on Township Line Road in Whitpain Township.
2. Whitpain agrees to convey said sewage and to provide for treatment and disposal of the sewage in accordance with the applicable charges.
3. DiSanto shall, in consideration of the provision of such sewer service, make a Two Thousand Dollar (\$2,000.00) capital contribution per lot payable to Whitpain Township and make a One Thousand Dollar (\$1,000.00) contribution per lot payable to East Norriton, Plymouth, Whitpain Joint Sewer Authority. DiSanto shall also be responsible for obtaining, at DiSanto's expense, a sewer connection permit from Whitpain, and shall provide, at DiSanto's expense, the sewer lateral and connection to the main line, such connection shall be made subject to inspection by Whitpain Township

and East Norriton's duly appointed inspector or engineer. DiSanto shall also be responsible for the legal fees and costs in connection with the provision of these services.

4. Whitpain agrees to report to East Norriton the date of such connection to their Whitpain collection line within five (5) days of the connection. Whitpain shall bill East Norriton for the four properties, and East Norriton agrees to pay Whitpain, the periodic treatment and collection charges made by Whitpain on similar properties in Whitpain Township, as the same may be in force from time to time. East Norriton agrees to provide to Whitpain upon request any information required of Whitpain to enable Whitpain to calculate such charges. East Norriton shall bill, on a periodic basis at established rates, the fee owners of each lot for sewer rental fees. East Norriton shall have the right to lien any lot and dwelling for any unpaid sewer rental charges, penalties, interest and costs and to collect and remit the same to Whitpain, less normal collection charges. Should East Norriton fail to remit any sewer rental when requested by Whitpain, then Whitpain shall have the right to disconnect said lot and dwelling from the Whitpain system.

5. It is agreed that by the payments made by East Norriton to Whitpain, East Norriton shall obtain no fixed property rights in Whitpain's sewage collection system. It is, however, understood that perpetually hereafter, East Norriton shall have the right to

deposit the sanitary sewage drained from these lots on Township Line Road to the Whitpain sanitary sewer system.

6. East Norriton acknowledges that it has received copies and is familiar with all ordinances of Whitpain pertaining to plumbing and sewage and hereby agrees to comply with the Whitpain ordinances pertaining thereto. At its option, Whitpain may inspect the installation made at DiSanto's property located in East Norriton Township.

7. East Norriton agrees to report to Whitpain the connection to the sanitary sewer immediately upon its installation and such connection shall be billed as hereinbefore agreed.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors, administrators and assigns. Provided, however, DiSanto shall not assign, mortgage or pledge this Agreement or any part thereof or any of DiSanto's obligations hereunder without the written consent of East Norriton and Whitpain. Without such written consents, no such assignment, mortgage or pledge shall be valid.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their

respective officers and their seals hereto affixed.

EAST NORRITON TOWNSHIP

BY: [Signature]

Attest: [Signature]

WHEATRAIN TOWNSHIP

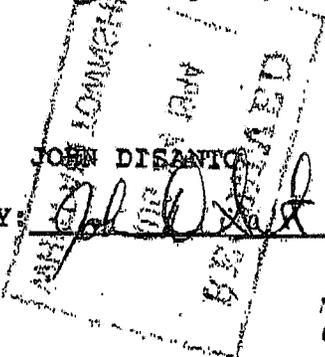
BY: [Signature]

Attest: [Signature]

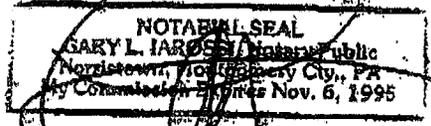
JOHN DISANTO

BY: [Signature]

Attest: _____



7/31/94



5. *November 12, 2003 Agreement between East Norriton-Plymouth-Whitpain Joint Sewer Authority, East Norriton Township, Whitpain Township and Plymouth Township, with regard to exclusion of Burnside Reserve, a 9 lot subdivision located on Generals Drive, from the service area of the Joint Sewer Authority and instead directing sewer flow to West Norriton Township.*

Burnside Reserve Sewer Agreement

- 9 lot subdivision on Generals Drive off of Burnside Avenue
- Sewer flows go to West Norriton Township
- All Sanitary Sewer facilities dedicated to West Norriton Township.
- Affected addresses:
 - 800 Generals Dr.
 - 802 Generals Dr.
 - 804 Generals Dr.
 - 806 Generals Dr.
 - 807 Generals Dr.
 - 809 Generals Dr.
 - 811 Generals Dr.
 - 813 Generals Dr.
 - 815 Generals Dr.

361 SEA

AGREEMENT WITH JOINT SEWER AUTHORITY

This Agreement dated this 12th day of November, 2003 is by and among the East Norriton-Plymouth-Whitpain Joint Sewer Authority (the "Authority"), East Norriton Township ("East Norriton"), Whitpain Township and Plymouth Township.

BACKGROUND

A. The Authority owns and operates a waste water treatment plant (the "Treatment Plant").

B. The Authority has entered into an Agreement dated October 5, 1959, as amended with East Norriton Township, Plymouth Township and their then respective authorities, for the treatment and disposal of waste water collected in East Norriton and Plymouth Townships subject to certain conditions.

C. The Authority has also entered into an Agreement dated October 5, 1959 with Whitpain Township and the then Whitpain Township Sewer Authority for the treatment and disposal of waste water collected in certain portions of Whitpain Township subject to certain conditions.

D. East Norriton, Plymouth Township, Whitpain Township, East Norriton Township Municipal Authority and Plymouth Township Municipal Authority entered into an Agreement with the Authority in 1991 which was in furtherance of a Memorandum of Understanding among the same parties entered into on April 3, 1989 which further detailed the respective rights and responsibilities of the parties for the treatment of effluent from the respective municipalities.

E. Pursuant to the Agreements detailed above, East Norriton has the right to send effluent to the Treatment Plant.

F. East Norriton, due to a significant inflow and infiltration problem within its distribution system, has permitted a certain subdivision in East Norriton to send its sewage effluent to a treatment plant located in West Norriton Township.

G. The parties hereto wish to memorialize the fact that this section of East Norriton will not be serviced by the Authority and the Treatment Plant.

H. East Norriton Township has succeeded to the right, title and interest of East Norriton Township Municipal Authority, and Plymouth Township has succeeded to the right, title and interest of Plymouth Township Municipal Authority.

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

1. The subdivision known as "Burnside Reserve" was developed by Gwynedd Glen, Inc. in a plan of subdivision entitled the same dated July 2, 1999 with a last revision date of September 14, 2000 prepared by Urweiler & Walter, Inc. and recorded in the Montgomery County Recorder of Deeds at Plan Book A59, Page 384 on September 14, 2000 (hereinafter referred to as "Burnside Reserve"). A reduced copy of the final subdivision plan as recorded is attached hereto and made a part hereof as Exhibit "A".

2. On October 12, 2000, the then owner of Burnside Reserve, Gwynedd Glen, Inc., dedicated the public improvements contained therein to East Norriton Township. A copy of the Deed of Dedication is attached hereto and made a part hereof as Exhibit "B".

3. The sanitary sewer distribution pipes, appurtenances and facilities have or will be dedicated to the West Norriton Township, however, East Norriton has a right of access to the same should they not be properly maintained pursuant to a Declaration of Covenants, Easements and Restrictions Concerning Storm Water and Sanitary Sewer Facilities entered into between Gwynedd Glen, Inc. and East Norriton dated October 12, 2000. A copy of this Declaration is attached hereto and made a part hereof as Exhibit "C".

4. The parties hereto acknowledge that the effluent from Burnside Reserve shall not be treated by the Authority's Treatment Plant and that the Authority shall not collect any fees or rents for the same.

5. The Burnside Reserve subdivision shall be deleted from the service area agreed to by the parties as of December 10, 2002.

6. This Agreement constitutes the entire Agreement between the parties and there are no other understandings written or oral.

7. This Agreement may not be modified except by written Agreement.

8. This Agreement shall inure to and be binding upon the parties hereto, their heirs, successors, and assigns.

9. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**EAST NORRITON-PLYMOUTH-WHITPAIN
JOINT SEWER AUTHORITY**

Attest: *Doreen B. Burtz* Secretary By: *Roma M. B. B.* Chairman

EAST NORRITON TOWNSHIP

Attest: *Helmut J. J. J.* Secretary By: *Lewis K. M. J.* Chairman



Attest: *[Signature]* Secretary By: *[Signature]* Chairman

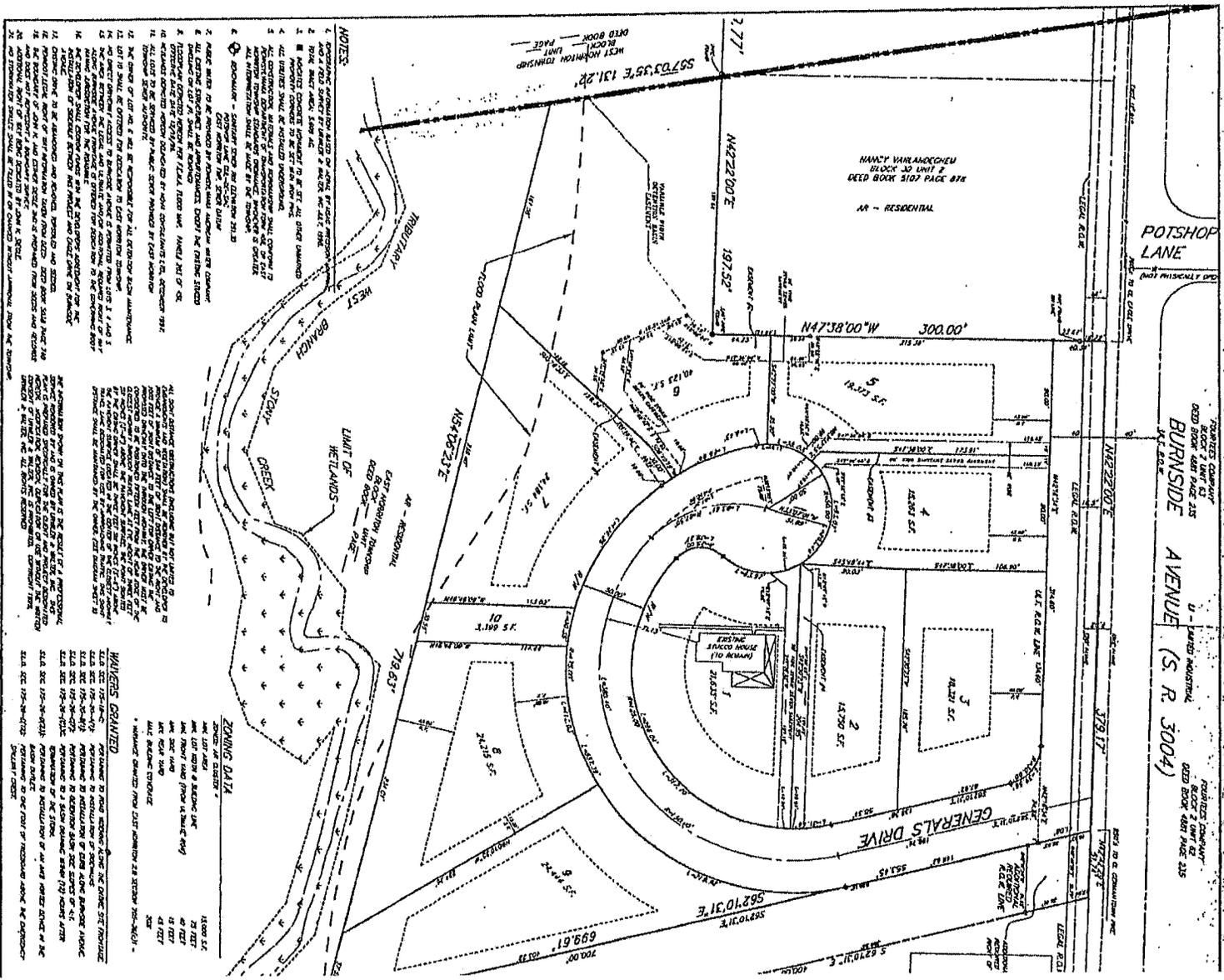
WHITPAIN TOWNSHIP

Attest: *[Signature]* Secretary By: *[Signature]* Chairman

PLYMOUTH TOWNSHIP

Attest: *Karen B. Weiss* Secretary By: *Alexander J. J.* Chairman

EXHIBIT "A"



- NOTES**
1. CONTAINING INFORMATION BASED ON A COPY OF THE RECORD BOOK...
 2. THE RECORD BOOK IS THE SOURCE OF THE INFORMATION...
 3. THE RECORD BOOK IS THE SOURCE OF THE INFORMATION...
 4. THE RECORD BOOK IS THE SOURCE OF THE INFORMATION...
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 19. THE RECORD BOOK IS THE SOURCE OF THE INFORMATION...
 20. THE RECORD BOOK IS THE SOURCE OF THE INFORMATION...

ZONING DATA

SECTION	PERMITTED USES
15000 S.F.	RESIDENTIAL
20000 S.F.	RESIDENTIAL
40000 S.F.	RESIDENTIAL
60000 S.F.	RESIDENTIAL
80000 S.F.	RESIDENTIAL
100000 S.F.	RESIDENTIAL
120000 S.F.	RESIDENTIAL
140000 S.F.	RESIDENTIAL
160000 S.F.	RESIDENTIAL
180000 S.F.	RESIDENTIAL
200000 S.F.	RESIDENTIAL
220000 S.F.	RESIDENTIAL
240000 S.F.	RESIDENTIAL
260000 S.F.	RESIDENTIAL
280000 S.F.	RESIDENTIAL
300000 S.F.	RESIDENTIAL
320000 S.F.	RESIDENTIAL
340000 S.F.	RESIDENTIAL
360000 S.F.	RESIDENTIAL
380000 S.F.	RESIDENTIAL
400000 S.F.	RESIDENTIAL
420000 S.F.	RESIDENTIAL
440000 S.F.	RESIDENTIAL
460000 S.F.	RESIDENTIAL
480000 S.F.	RESIDENTIAL
500000 S.F.	RESIDENTIAL
520000 S.F.	RESIDENTIAL
540000 S.F.	RESIDENTIAL
560000 S.F.	RESIDENTIAL
580000 S.F.	RESIDENTIAL
600000 S.F.	RESIDENTIAL
620000 S.F.	RESIDENTIAL
640000 S.F.	RESIDENTIAL
660000 S.F.	RESIDENTIAL
680000 S.F.	RESIDENTIAL
700000 S.F.	RESIDENTIAL
720000 S.F.	RESIDENTIAL
740000 S.F.	RESIDENTIAL
760000 S.F.	RESIDENTIAL
780000 S.F.	RESIDENTIAL
800000 S.F.	RESIDENTIAL
820000 S.F.	RESIDENTIAL
840000 S.F.	RESIDENTIAL
860000 S.F.	RESIDENTIAL
880000 S.F.	RESIDENTIAL
900000 S.F.	RESIDENTIAL
920000 S.F.	RESIDENTIAL
940000 S.F.	RESIDENTIAL
960000 S.F.	RESIDENTIAL
980000 S.F.	RESIDENTIAL
1000000 S.F.	RESIDENTIAL

EXHIBIT "B"

DEED OF DEDICATION

THIS INDENTURE made this 12th day of Oct, 2000, between GWYNEDD GLEN, INC., ("Grantor"), and the East Norriston Township ("Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the advantage to itself accruing as well as for diverse other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, enfeoffed, released, and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release, and confirm unto the said Grantee, its successors and assigns: that area, lot or parcel described in Exhibit "A", attached hereto and incorporated herein by reference ("Premises").

To have to hold, the said Premises above-described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, as and for a public street and/or highway and/or storm water management facility and/or sanitary sewer facility or other public improvement and for any other use or purpose designated by the Grantee including, but not limited to the right to use the said right-of-way for sanitary sewers, underground wiring and/or drainage control to the same extent and with the same effect as if the said street had been opened by eminent domain after proceedings duly had for that purpose under and pursuant to the Second Class Township Code, the Eminent Domain Code and/or any other applicable law of the Commonwealth of Pennsylvania.

And the said Grantor, for itself, its successors and assigns, by these presents, covenants, promises, and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time thereafter, ask, demand, or recover

or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for the Premises or by reason of the physical grading of said street to the grade as now established by Grantee, and if such grade shall not be established at the day of the date of these presents that neither the said Grantor, or Grantor's successors and assigns, shall or will at any time hereafter ask, demand, recover, or receive any such damage by reason of the physical grading of said street to conform to the grade as first thereafter established or confirmed by Grantee.

And the said Grantor, for itself, its successors and assigns, does by these presents agree to waive any and all damages to or for the Premises and further covenant, promise, and agree to and with said Grantee, its successors and assigns, that the said Premises above-described unto the said Grantee, its successors and assigns, against the said Grantor, its successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under Grantor, or them or any of them, shall and will warrant and forever defend.

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

ATTEST:

GRANTOR:

By: [Signature]
Sec

By: [Signature]

The foregoing Deed of Dedication is accepted.

GRANTEE:

East Norriton Township

By: [Signature]
Chairman

[Signature]
Secretary



COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY :

On the 12th day of October A.D., 2000, before me, the undersigned officer, personally appeared Mark D. [Signature], who acknowledged himself/herself to be the President of Spring Creek, a corporation, and that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

NOTARIAL SEAL
LINDA M. YOHE, Notary Public
Worcester Twp., Montgomery County
My Commission Expires Oct. 9, 2004

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY :

On this 19th day of October, A.D., 2000, before me, the subscriber, a Notary Public, personally appeared John B. Cowley, who acknowledges that he was personally present at the execution of the above Agreement and saw the common or corporate seal of the said Township duly affixed thereto; that the said seal so affixed thereto is the common or corporate seal of the Township; that the said Agreement was duly sealed and delivered by the Chairman and the Township Secretary of said Township as and for the Act and Deed of said Township for the uses and purposes therein mentioned and that they desired the same to be recorded as such.

[Signature]
Notary Public

Notarial Seal
Vera J. Fedorkiw, Notary Public
East Norriton Twp., Montgomery County
My Commission Expires Sept. 8, 2003

Member, Pennsylvania Association of Notaries

EXHIBIT "A"



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS
est. 1966

182 WEST BROAD STREET
TELFORD, PA 18969
(215) 723-3154
(215) 723-7137 (FAX)

May 15, 2000

DESCRIPTION of land of lot #10 to be dedicated to East Norriton Township.

ALL THAT CERTAIN tract of land situated in the Township of East Norriton, Montgomery County, Commonwealth of Pennsylvania as shown on a Plan of Subdivision (sheet 1 of 14) prepared for Burnside Reserve by Urwiler & Walter, Inc., dated July 2, 1999, last revised May 12, 2000, bounded and described as follows to wit:

BEGINNING AT A POINT on the right-of-way of Generals Drive (50 feet wide), the common property corner of land of lot #8 of subdivision of Burnside Reserve and land of lot #10 of subdivision of Burnside Reserve, said point being located the following three (3) dimensions from the intersection of Germantown Pike centerline with the centerline of Burnside Avenue:

1. along the centerline of Burnside Avenue, 950 feet more or less measured in a southwesterly direction to a point in line of land of John H. and Esther Siegle 2nd;
2. partly along land of aforementioned John H. and Esther Siegle 2nd and partly along right-of-way of Generals Drive, crossing the bed of Burnside Avenue, South 62 degrees 10 minutes 31 seconds East 190.09 feet to a point of curvature;
3. partly along aforementioned right-of-way of Generals Drive, extending along the arc of a circle, curving to the right, having a radius of 175.00 feet, the arc distance of 331.95 feet (chord South 07 degrees 50 minutes 03 seconds East 284.37 feet) to a point, the place of beginning;

THENCE from said beginning point along the common property line of land of lot #8 and land of lot #10 South 46 degrees 46 minutes 09 seconds East 114.44 feet to a point, a corner of this and land of lot #8 and in line of land of East Norriton Township;

THENCE partly along land of aforementioned East Norriton Township South 54 degrees 06 minutes 23 seconds West 30.55 feet to a point, a corner of this and land of lot #7 of subdivision of Burnside Reserve;

THENCE along the common property line of land of lot #7 and land of lot #10 North 46 degrees 46 minutes 09 seconds West 113.02 feet to a point, a corner of this and land of lot #7, on the right-of-way of Generals Drive;

**Description of land of lot #10 to be dedicated to East Norriton Township cont'd.
May 15, 2000/Page 2 of 2**

THENCE partly along aforementioned right-of-way of Generals Drive in a northeasterly direction, extending along the arc of a circle, curving to the right, having a radius of 175.00 feet, the arc distance of 30.35 feet (chord North 51 degrees 28 minutes 31 seconds East 30.31 feet) to the **POINT AND PLACE OF BEGINNING**.

CONTAINING: 3,398 square feet of land more or less.

EXHIBIT "C"

093072700

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
CONCERNING STORMWATER AND SANITARY SEWER FACILITIES**

THIS EASEMENT AGREEMENT is made this 24th day of Oct, 2000, by and between GWYNEDD GLEN, INC., a Pennsylvania Corporation (hereinafter referred to as "Grantor") and EAST NORRITON TOWNSHIP, (hereinafter referred to as "Grantee").

BACKGROUND

A. Grantor is the owner of a certain tract of land containing approximately 5.6 acres located in East Norriton Township, Montgomery County, Pennsylvania (hereinafter referred to as "the Property"), on which Grantor has proposed a subdivision and/or land development, more particularly described and depicted on certain plans, entitled "Burnside Reserve" prepared by Urwiler & Walter, Inc., dated July 2, 1999, bearing a final revision date of May 12, 2000 and recorded in the Montgomery County Recorder of Deeds Office in Plan Book _____ at Page _____ (hereinafter referred to as "the Plans"). The Plans are further enumerated on Exhibit "A" attached hereto and expressly made a part hereof.

B. Grantor intends to construct certain stormwater detention basins, storm sewers, and surface swales to collect or carry stormwater as well as facilities related thereto upon the Property described in paragraph "A" above and in accordance with the zoning, subdivision and land development ordinances of the Township.

C. On behalf of itself, its successors and assigns, Grantor has agreed that the future responsibility for maintenance and/or repair of any detention or retention basins (hereinafter referred to as "Basin or Basins") shall be placed upon the owner of the Property where such Basins are located in order to insure the proper and adequate drainage of stormwater from the Property.

D. Grantor intends to construct certain sanitary sewer facilities to collect and carry effluent as well as facilities related thereto upon the Property described in paragraph "A" above and in accordance with the zoning, subdivision and land development ordinances of the Township and West Norriton Township Municipal Authority.

E. On behalf of itself, its successors and assigns, Grantor has agreed that the future responsibilities for maintenance and/or repair of any sanitary sewer facilities shall be placed upon the owner of the Property where such facilities are located and/or West Norriton Township Municipal Authority.

F. Grantee desires to obtain easements over all portions of the Property for purposes of acquiring the right to enter upon the Property and to inspect, maintain, repair and/or replace all Basins and sanitary sewer facilities (when and if necessary), whether surface or sub-surface and notwithstanding whether the primary responsibility for maintenance of such facilities is the obligation of Grantee or the obligation of the Grantor, its successors and assigns (hereinafter referred to as the "Easement").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, as well as the Township's grant of final approval of the plans described in paragraph "A" above, as well as the sum of One Dollar (\$1.00), the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. MAINTENANCE OF ALL SURFACE STORMWATER DRAINAGE AND SANITARY SEWER FACILITIES BY GRANTOR, ITS SUCCESSORS AND ASSIGNS.

Grantor, on behalf of itself and its successors and assigns, hereby agrees that the sole future responsibility for all mowing, maintenance, repair and replacement of all Basins, as well as all sanitary sewer pipes and related facilities depicted on the Plans described in paragraph "A" above shall be borne by the owner or owners of the Property where such Basins and sanitary facilities are located so that all such Basins, sanitary sewer pipes and related facilities shall be kept in good working order at all times.

2. EASEMENT TO GRANTEE WITH REGARD TO ALL SURFACE STORMWATER DRAINAGE FACILITIES AND ALL SANITARY SEWER DRAINAGE FACILITIES.

Grantor, on behalf of itself, its successors and assigns, hereby grants to Grantee, in the event the Grantor, its successors and assigns fail to discharge their obligations under paragraph 1 of this Easement Agreement, the full and uninterrupted right, right-of-way, privilege, easement and authority to enter upon all properties on which are located basins and all sanitary sewer facilities shown on the Plans from time to time and at such times as the Grantee shall deem necessary for the purpose of repairing, inspecting, renewing, removing, relaying, adding to, operating and maintaining thereon the said Basins and sanitary sewer related facilities, including, but not limited to piping, pumps, pumping stations, manholes, stone sub-bases, inlets, rip-rap, head walls, end walls, surface swales and berms. Grantee shall also, in Grantee's sole discretion, have the right to enforce the obligations set forth in Paragraph 1 by an action in Equity.

3. EASEMENT TO GRANTEE IN CONNECTION WITH SUB-SURFACE STORM SEWERS.

Grantor, on behalf of itself, its successors and assigns, hereby irrevocably grants to Grantee, the full and uninterrupted right, right-of-way, privilege, easement and authority to enter upon all storm sewer easements shown on the Plans for the purpose of repairing, inspecting, renewing, removing, adding to, operating and maintaining thereon the sub-surface storm sewers located therein and related facilities (whether surface or sub-surface), including, but not limited to, piping, manholes, stone sub-bases, inlets, head walls and end walls.

4. FURTHER OBLIGATIONS OF GRANTOR, ITS SUCCESSORS AND ASSIGNS, APPLICABLE TO BOTH SURFACE AND SUB-SURFACE STORMWATER DRAINAGE FACILITIES AND ALL SANITARY SEWER FACILITIES.

Grantor, on behalf of its successors and assigns, hereby agrees that the surface of all detention basins, drainage easements, drainage swales, pipes, valves and related facilities shown on the Plans shall at all times remain unencumbered by Grantor, its successors and assigns, of all buildings and structures of any kind, and further that the grade of any such areas containing stormwater drainage facilities of any kind whatsoever shall not be changed or altered in any way without first obtaining the written consent of the Grantor.

5. REIMBURSEMENT OF COSTS.

In the event it becomes necessary for Grantee to perform the obligations of mowing, maintenance, repair or replacement of a Basin and any sanitary sewer facilities described in Paragraph 1 above, by reason of the failure or refusal of the property owner to do so, the Grantee shall charge the property owner the costs incurred by Grantee in performing the property owner's obligations hereunder and the property owner shall be obligated to reimburse Grantee for all such costs. Failure of the property owner to immediately reimburse Grantee as required by this

paragraph shall entitle Grantee to place a lien (in any manner provided for by law) upon the property or properties whose obligations under this Agreement were satisfied by Grantee.

6. STORMWATER EASEMENT TO GRANTEE.

Grantor hereby irrevocably grants and conveys unto Grantee, an easement to collect and discharge collected surface waters from the Property over, upon and through the detention basins, drainage easements, drainage swales and related facilities shown on the Plans.

7. RESERVATIONS TO GRANTOR.

Except to the extent inconsistent with the easements, rights and obligations granted herein from Grantor to Grantee, Grantor, its successors and assigns, shall have the right to use and enjoy the surface of the easement areas described herein.

8. CONDITION PRECEDENT TO ANY MAINTENANCE OBLIGATIONS OF GRANTEE HEREUNDER.

Any maintenance obligations of Grantee for the stormwater drainage described herein, (whether primary responsibility for sub-surface storm sewers, drainage easements, drainage swales and related facilities or back-up response for sanitary sewer facilities, or Basins), shall be conditioned upon the proper construction and completion of all such drainage improvements in accordance with the Plans as well as the subdivision and land development ordinances of the Township.

9. NO WAIVER

In the event that Grantee shall enter upon the Property to perform the property owner's obligations under this Agreement, such performances by Grantee shall not act as a waiver of the property owner's continuing and future obligations under this Agreement. In addition, in the event

of the property owner's failure to perform under this Agreement, Grantee shall have the right to pursue whatever legal or equitable remedies Grantee deems appropriate.

10. **GENERAL PROVISIONS.**

A. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

B. **Recording.** This Easement Agreement is intended to be, and shall be, recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, simultaneously with the final, approved, subdivision and/or land development plans described in paragraph A under "Background" above.

C. **Obligations to Run With the Land.** The covenants, restrictions and obligations of this Agreement shall be covenants running with the land, and the parties hereto agree for themselves and their successors and assigns that in any Deed of conveyance of the Property or any portion thereof to any person, partnership, corporation or other entity, the said covenants and obligations shall be incorporated therein by reference to this Agreement and the recording hereof as fully as if the same were contained therein.

D. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

E. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Any photographic or xerox copy of this Agreement, with all signatures reproduced on one or more set of

signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

GRANTOR:

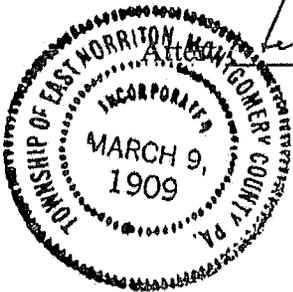
GWYNEDD GLEN, INC.,
A PENNSYLVANIA CORPORATION

Attest: 
Secretary

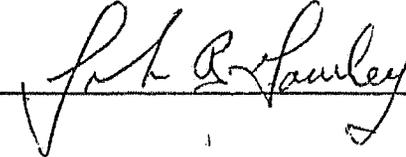
By: 
President

GRANTEE:

EAST NORRITON TOWNSHIP




Secretary

By: 
Chairman

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this, the 18th day of October 2000, before me, the undersigned officer, personally appeared Mark D. [Signature] who acknowledged himself to be the President of [Signature] a PA Corp, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

NOTARIAL SEAL
LINDA M. YOHE, Notary Public
Worcester Twp., Montgomery County
My Commission Expires Oct. 9, 2004

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

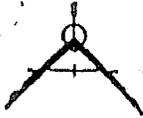
On this 19th day of October, 2000, before me, the undersigned officer, personally appeared John B. Courly, who acknowledged himself ~~herself~~ to be the CHAIRMAN of the Board of Supervisors, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Vera J. Fedorkiw
Notary Public

My Commission Expires:

Notarial Seal
Vera J. Fedorkiw, Notary Public
East Norriton Twp., Montgomery County
My Commission Expires Sept. 8, 2003
Member, Pennsylvania Association of Notaries



URWILER & WALTER, INC

CIVIL ENGINEERS & SURVEYORS

est. 1966

182 WEST BROAD STREET
TELFORD, PA 18969
(215) 723-3154
(215) 723-7137 (FAX)

September 25, 2000

DESCRIPTION of land of Gwynedd Glen, Inc.

ALL THAT CERTAIN tract of land situated in the Township of East Norriton, Montgomery County, Commonwealth of Pennsylvania as shown on a Plan of Subdivision (sheet 1 of 14) prepared for Burnside Reserve by Urwiler & Walter, Inc., dated July 2, 1999, last revised September 14, 2000, bounded and described as follows to wit:

BEGINNING AT A POINT in the centerline of Burnside Avenue (S.R.3004), in line of land of N/L Nancy Vanlandeghem, said point being located 760 feet more or less measured in a northeasterly direction along the centerline of Burnside Avenue;

THENCE from said beginning point along the centerline of aforementioned Burnside Avenue (as widened to 40 feet from its centerline) North 42 degrees 22 minutes 00 seconds East 379.17 feet to a point in line of land of N/L John H. and Esther Siegle 2nd;

THENCE crossing the bed of Burnside Avenue, partly along aforementioned land of N/L John H. and Esther Siegle 2nd, partly along the legal right-of-way of Generals Drive (50 feet wide) South 62 degrees 10 minutes 31 seconds East 594.92 feet to a point, a corner of this and land of Parcel "B" Open Space East Norriton Township;

THENCE along aforementioned land of Parcel "B" Open Space East Norriton Township South 54 degrees 06 minutes 23 seconds West 719.63 feet to a point in line of land of Parcel "A" Open Space West Norriton Township;

THENCE partly along aforementioned land of Parcel "A" Open Space West Norriton Township North 57 degrees 03 minutes 35 seconds West 131.22 feet to a point in line of land of N/L Nancy Vanlandeghem;

THENCE partly along aforementioned land of N/L Nancy Vanlandeghem North 42 degrees 22 minutes 00 seconds East 197.52 feet to a ¾ inch pipe found, a corner of this and land of N/L Nancy Vanlandeghem;

THENCE along aforementioned land of N/L Nancy Vanlandeghem, crossing an iron pipe found, crossing the bed of Burnside Avenue North 47 degrees 38 minutes 00 seconds West 300.00 feet to the **POINT AND PLACE OF BEGINNING**.

CONTAINING: 5.609 acres of land more or less.

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6. *December 1, 2005 Supplement No. 1 to Intermunicipal Sewage Treatment Service Agreement of August 14, 1991 between East Norriton-Plymouth Joint Sewer Authority (Joint Sewer Authority), East Norriton Township, Plymouth Township and Whitpain Township, which addresses cost share for proposed construction enlargements, additions, improvements and modifications to the Joint Sewer Authority WWTP.*

Copy: Board File 1/13/06
Bruce
Don
Finance

**SUPPLEMENT NO. 1 TO
INTERMUNICIPAL SEWAGE TREATMENT SERVICE AGREEMENT**

THIS SUPPLEMENT NO. 1 TO INTERMUNICIPAL SEWAGE TREATMENT SERVICE AGREEMENT dated this 1st day of December, 2005 among East Norriton-Plymouth-Whitpain Joint Sewer Authority (the "Joint Sewer Authority"), and East Norriton Township, Plymouth Township and Whitpain Township (the "Municipalities").

RECITALS

WHEREAS, the Joint Sewer Authority, the Municipalities, the Plymouth Township Municipal Authority (now terminated) and East Norriton Township Municipal Authority (now terminated) entered into an Intermunicipal Sewage Treatment Service Agreement dated as of August 14, 1991 (the "Original Agreement") (terms used but not defined in this Supplement No. 1 shall have the meanings set forth in the Original Agreement); and

WHEREAS, Article III, Sections 6, 7 and 8 of the Original Agreement provide for the ability to undertake construction of enlargements, additions, improvements or modifications to the Treatment Plant, and the Joint Sewer Authority and the Municipalities wish to construct approximately \$14 million in enlargements, additions, improvements or modifications to the Treatment Plant (the "New Project"); and

WHEREAS, the Joint Sewer Authority intends to issue revenue bonds in a principal amount of approximately \$15 million (the "New Bonds") to finance the New Project and the costs of issuance of the New Bonds; and

WHEREAS, pursuant to Article V, Section 1 of the Original Agreement, the user fees imposed on the Municipalities must be sufficient, together with other available revenues of the Joint Sewer Authority, to pay operation and maintenance costs as well as the annual debt service on the New Bonds; and

WHEREAS, pursuant to Article V, Section 3 of the Original Agreement, in the event of capital improvements to or expansion of the Treatment Plant, each Municipality agrees to pay its pro rata share of such costs, including its pro rata share of the debt service payable on any bonds issued to finance such projects; and

WHEREAS, the purpose of this Supplement No. 1 is to set forth each Municipality's pro rata share with respect to the New Project and the New Bonds for purposes of Article V, Section 3 of the Original Agreement.

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

1. The Municipalities approve the issuance of the New Bonds by the Joint Sewer Authority to finance the New Project.

2. For purposes of Article V, Section 3 and all related provisions of the Original Agreement, each Municipality's pro rata share of the costs of the New Project and of the debt service on the New Bonds shall be one-third (1/3).

3. Except as amended and supplemented by this Supplement No. 1, the Original Agreement shall remain in full force and effect.

4. This Supplement No. 1 may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement No. 1 to be executed by their respective duly authorized officers and their respective seals to be hereunto affixed, all as of the day and year first above written.

ATTEST:

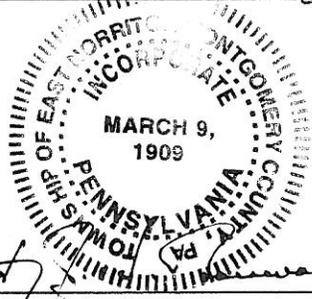
David W. Plunk
Secretary

EAST NORRITON-PLYMOUTH-WHITPAIN
JOINT SEWER AUTHORITY

By: *R. M. Bl*
Chairman

ATTEST:

Belmont
Secretary



EAST NORRITON TOWNSHIP

By: *Francis Deane*
Chairman

ATTEST:

Karen B. Weiss
Secretary

PLYMOUTH TOWNSHIP

By: *Alexander*
Chairman

ATTEST:

A. J. Greer
Secretary

WHITPAIN TOWNSHIP

By: *P. Ward*
Chairman