

**PEBBLE RIDGE/WOODRIDGE AREA
SANITARY SEWER CONSTRUCTION AGREEMENT**

THIS AGREEMENT (this “Agreement”) is entered into this ___ day of _____, 20__ by and among the DOYLESTOWN TOWNSHIP, a political subdivision of the Commonwealth of Pennsylvania maintaining a principal place of business at 425 Wells Road, Doylestown, Pennsylvania (the “Township”) and BUCKS COUNTY WATER AND SEWER AUTHORITY, a municipal authority maintaining a principal place of business at 1275 Almshouse Road, Warrington, PA 18976 (the “Authority”).

BACKGROUND

WHEREAS, on August 15, 2017 the Board of Supervisors of the Township adopted an ordinance (the “Ordinance”), a copy of which is attached hereto and incorporated herein as EXHIBIT A, authorizing the construction of an extension to the sanitary sewage collection system serving portions of the Township in the area identified as the Pebble Ridge/Woodridge Area fronting on portions of Bristol Road, Old New Road, Lower State Road, Almshouse Road, Pebble Ridge Road, Willow Lane, Woodridge Drive, Doe Run Drive, Westaway Lane, Buck Road, David’s Way, Linda Lane, Stony Lane, Stony Lane Circle, Pebble Crest Drive, Shady Brook Circle, Militia Hill Road, Forge Road, Anvil Lane and Springdale Road, for the purpose of providing public sewer to the tax parcel numbers identified in Section 1 thereof (the “Project”);

WHEREAS, the Township’s Consulting Engineer, Gilmore & Associates, has prepared plans and specifications for the construction of the Project dated January 1, 2015 and last revised June 3, 2016 (the “Plans”);

WHEREAS, the Township’s Consulting Engineer has estimated the total cost of the public portion of the Project to be Eight Million Six Hundred Thousand Dollars (\$8,600,000.00), which said cost includes Township administrative expenses, easement acquisitions and construction engineering expenses. Said costs are not expected to be exceeded unless unforeseen circumstances arise. Additional costs will be imposed for private construction, which will be based upon each individual property owner’s separate arrangement;

WHEREAS, the Authority has provided the Township with a proposal (the “Proposal”) for the construction of the public portion of the Project pursuant to the Plans in the amount of Eight Million Two Hundred Five Thousand Three Hundred Seventy-Four Dollars (\$8,205,374), a summary of which is attached hereto and incorporated herein as EXHIBIT B;

WHEREAS, the Proposal consists of (i) the construction and installation of the sanitary sewer system for the Project (the “System”); (ii) the construction and installation of a pump station to serve the System (the “Pump Station”); and (iii) additional administrative, legal and engineering costs associated with the construction and installation of the System and Pump Station;

WHEREAS, the Authority has provided the Township with a Guaranteed Maximum Price (as defined herein) for the construction and installation of the System pursuant to the Plans;

WHEREAS, the cost of the materials associated with the Pump Station will be publicly bid and therefore is not included in the Guaranteed Maximum Price and the actual cost associated therewith will be included in the Actual Construction Cost (as defined herein);

WHEREAS, the Guaranteed Maximum Price does not include the anticipated cost of Township's administrative expenses associated with the System and Pump Station;

WHEREAS, the Township has received a grant from the Commonwealth of Pennsylvania, Department of Community and Economic Development in the amount of Two Hundred Fifty Two Thousand Dollars (\$252,000) which will be applied towards the cost of the Pump Station (the "DCED Grant");

WHEREAS, the Township desires to accept the Proposal and engage the Authority to construct the System and Pump Station in accordance with the Plans;

WHEREAS, the Township desires to finance the costs of the construction of the System through the Pennsylvania Infrastructure Investment Authority ("PENNVEST");

WHEREAS, the Authority has agreed to assume the obligations of the Township under the PENNVEST loan upon completion of the construction of the System and Pump Station; and

WHEREAS, the Authority is prepared to undertake the construction and installation of the System and Pump Station, as requested by the Township, and the construction and installation of the System and Pump Station shall be undertaken by the Authority in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally and for good and valuable consideration, the parties hereto agree as follows:

1. Project. The Township hereby accepts the Proposal of the Authority and engages the Authority to construct and install the System and Pump Station in accordance with the Plans, as the same may be amended from time to time.

2. Construction. The Authority shall be responsible for the construction and installation of the System at a cost to the Township not to exceed Seven Million Six Hundred Ten Thousand Five Hundred Seventy Four Dollars (\$7,610,574.00) (the "Guaranteed Maximum Price"). The Guaranteed Maximum Price is inclusive of all permit costs, insurance, environmental costs, rock, surveying and engineering expenses and the like associated with the construction and installation of the System. Any and all costs incurred by the Authority in construction and installation of the System in excess of the Guaranteed Maximum Price shall be borne by the Authority and shall not be included in the Actual Construction Cost (as defined herein), including, but not limited to any unforeseen conditions, such as rock, wet soils and the

like. All materials and workmanship associated with the construction and installation of the System shall be in accordance with the Plans.

The Authority shall be responsible for the construction and installation of the Pump Station in accordance with the Plans. The cost of the Pump Station shall be publicly bid in accordance with the requirements set forth below and the actual cost incurred shall be included in the Actual Construction Cost (as defined herein). The Authority has provided an estimate of the anticipated costs of the Pump Station in the amount of Five Hundred Ninety Four Thousand Eight Hundred Dollars (\$594,800). The DCED Grant will cover a portion of the costs associated with the Pump Station. The amount of the DCED Grant is not included in the Authority's estimate for the costs of the Pump Station and the actual costs associated with the Pump Station will be reduced by the amount of the DCED Grant before being included in the Actual Construction Cost. All materials and workmanship associated with the construction and installation of the Pump Station shall be in accordance with the Plans.

The materials for the Project, including the pump station, pipe, stone, and any other commodity that would be required to be publicly bid, shall be purchased by seeking public bids as defined by the laws of the Commonwealth of Pennsylvania, choosing the lowest responsible and responsive bidder to supply said materials for the Project. The public bidding process shall be performed by the Authority, however, the award of the bid shall be subject to the approval of both the Authority and Township. The Authority shall be responsible for all aspects of the construction and installation of the System and Pump Station, including but not limited to, testing and inspections of the work performed and other supervision of any contractors or subcontractors.

The Authority shall, on a monthly basis, provide a report to the Township setting forth the extent of the construction and installation of the System and Pump Station completed in the preceding month, the cost of materials expended, and the cost of labor for the preceding month.

The construction and installation of the System and Pump Station shall be completed no later than December 31, 2020. Upon completion of the construction and installation of the System and Pump Station, the Authority shall provide the Township with "as built" plans of the System and Pump Station showing that it was constructed in accordance with the Plans. Upon satisfactory review of the "as-built" plans of the System and Pump Station, the Township shall accept the improvements as completed and convey the System and Pump Station to the Authority in accordance with Section 10 hereof.

3. Township Administrative Expenses. The Township will incur certain additional administrative expenses in connection with the System and Pump Station, including but not limited to, legal and engineering fees, easement acquisition and interest payments on the PENNVEST loan. Said administrative expenses shall be included in the calculation of the Total System Cost (as defined herein) which shall be assessed against each individual property benefitted by the installation of the System and Pump Station pursuant to the Ordinance and Section 12 hereof. The Township's additional administrative expenses pursuant to this Section are not anticipated to exceed Six Hundred Forty Six Thousand Six Hundred Twenty-Six Dollars (\$646,626).

4. On-Lot Improvements. Upon request, the Authority may complete the on-lot improvements for individual property owners included within the Project. Said improvements may include, but not be limited to, the installation of a grinder pump, if the lot cannot be served by gravity, laterals and other outside improvements so as to facilitate connection to the System. The Authority shall not be responsible for any plumbing work which is necessary within a dwelling. Any and all internal plumbing work associated with the Project shall be performed at the sole cost and expense of the individual property owner. The Authority shall permit property owners to individually contract with their own plumbing contractors for the purpose of installing the on-lot portions of the Project provided that the plumber uses the same or similar grinder pump which meets the qualifications as described within the specifications prepared by the Authority. The Authority shall establish a process for notifying property owners of the circumstances related to the on-lot improvements. The property owner shall notify the Authority, in writing, that they desire to complete their own on-lot improvements. Property owners who are required to connect to the System pursuant to the Ordinance shall have ninety (90) days to complete the on-lot portions of the Project once they receive written notice that the System has been completed and is available for connection. All on-lot improvements, even if completed by the property owners' individual plumbing contractor, shall be subject to inspection by Authority representatives prior to and during the course of connection to the System.

5. Easement and Right-of-Way Restoration. Following completion of the System and Pump Station, the Authority shall rake and seed the disturbed areas in accordance with Plans.

6. Permits. It shall be the responsibility of the parties hereto to secure any and all permits from the Pennsylvania Department of Environmental Protection, Bucks County Conservation District or other regulatory agency, including, but not limited to, the Erosion and Sedimentation Control Permit, as well as the NPDES permit. The Authority shall be the permittee in connection with any of the aforementioned permits. The Authority agrees to comply with the requirements imposed by the Bucks County Conservation District as it relates to the soil and erosion control and NPDES permit, and the Authority shall be responsible for the maintenance of erosion and sedimentation control measures on site and to ensure compliance with the aforementioned permits. Any costs associated with obtaining the necessary permits shall be borne by the Authority but shall be included in as part of the Guaranteed Maximum Price.

7. Survey. The Authority shall, at its sole cost and expense, provide whatever survey is required.

8. Blasting. In the event blasting is required to complete the Project, the Authority shall comply with any and all requirements imposed by the Township and/or any regulatory agencies with respect to blasting. The Authority further agrees to notify properties to be affected by blasting at least five (5) days prior to the blasting. Furthermore, the Authority agrees to secure and provide to the Township a certificate of insurance insuring the Township and the Authority from any claims made as a result of blasting.

9. Hold Harmless and Indemnification. The Authority, for itself, its successors, and assigns, hereby agrees, to the extent permitted by law, to indemnify, protect, defend, and hold harmless the Township and the Township's elected officials, officers, employees, and the like from and against any and all losses, liabilities, claims, demands, causes of action, damages (including consequential and/or other damages allowed by law), and costs, including the cost of attorney's fees and expenses of every kind and nature, whether or not covered by insurance, arising from or resulting from, in whole or in part, any negligent act, error, omission of willful misconduct (whether or not such acts or omissions constitute a violation of applicable law or of this Agreement) on part of the Authority, its agents, employees, officers, servants, workers, and/or subcontractors in connection with this Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees, or penalties for violations of any statutes, ordinances, codes, rules, regulations, or standards applicable to the services performed by the Authority, its agents, officers, servants, workers, employees, and/or subcontractors. This obligation to indemnify, defend and hold harmless the Township and the Township's elected officials, officers, directors, employees, successors and assigns shall survive the termination of this Agreement.

10. Conveyance of System and Pump Station. At the conclusion of the Project and after the improvements are fully completed and accepted, the Township agrees to transfer ownership of the System and Pump Station, including all sewer lines and the like, to the Authority for the sum of One Dollar (\$1.00) which shall be accomplished by the execution of a Bill of Sale and such other appropriate instruments as may be necessary to accomplish said purpose. The conveyance of the System and Pump Station from the Township to the Authority shall occur within sixty (60) days from the date that the Township has accepted the completion of the same.

11. PENNVEST Financing. The Township desires to obtain financing for the costs of the construction of the System and Pump Station through PENNVEST in an amount of up to Eight Million Six Hundred Thousand Dollars (\$8,600,000.00) payable over twenty (20) years. The current interest rates available through PENNVEST, as of June 1, 2016, are for a fixed interest rate at 1.644% for years 1 through 5 of the loan and 2.129% for years 6 through 20 loan. The interest rates are based on the unemployment rate for Bucks County and are subject to change based upon the unemployment rate for Bucks County until the Township's application for a loan from PENNVEST has been approved. The Township and Authority shall cooperate with respect to applying for and obtaining a loan from PENNVEST to finance the costs of the construction and installation of the System and Pump Station. The Authority hereby agrees that it shall assume all obligations of the Township under said PENNVEST loan upon completion of the construction and installation of the System and Pump Station. The Township and Authority shall execute any and all such documents necessary to effectuate the assignment and assumption of the PENNVEST loan during and after the loan documentation process.

12. Assessments. Upon completion of the Project, the Authority shall send written notification of the total cost of the construction of the System and Pump Station to the Township in an amount less than or equal to the Guaranteed Maximum Price plus the actual costs incurred in connection with the construction and installation of the Pump Station minus the DCED Grant

and any other grants or funding awarded or provided to the Township and/or Authority in connection with the construction and installation of the System and/or Pump Station (the “Actual Construction Cost”). The Township shall then add its administrative expenses incurred pursuant to Section 3 hereof to the Actual Construction Cost to determine the total cost of the System and Pump Station (the “Total System Cost”). A breakdown of the costs anticipated to be included in the Total System Cost is set forth on Exhibit C which is attached hereto and incorporated herein. The Township shall assess each individual property owner benefitted by the Project in accordance with the Ordinance by sending an invoice indicating their proportionate share of the Total System Cost (the “Invoice”). The proportionate share of the Total System Cost is determined by dividing the Total System Cost by the number of properties benefitted by the Project, which is currently anticipated to be two hundred fifty-two (252). The proportionate share of the Total System Cost per individual property is not anticipated to exceed Thirty Four Thousand One Hundred Twenty-Six Dollars and Ninety-Eight Cents (\$34,126.98) (the “Assessment Cap”). The Assessment Cap could be exceeded if (1) the Township incurs administrative expenses associated with the System that are in excess of what is currently estimated; (2) the number of properties benefitted by the Project decreases below two hundred fifty-two (252) properties by virtue of the merger of multiple lots pursuant to Section 21 hereof or certain properties included within the Project connect to the public sewer system through an alternative connection other than the System; or (3) the actual costs incurred with the construction and installation of the Pump Station are greater than the costs estimated by the Authority taking into account the application of the DCED Grant.

The Invoice shall indicate that the individual property owner may either (1) pay the proportionate share of the Total System Cost in full within sixty (60) days of receipt; or (2) finance their proportionate share of the Total System Cost through the Authority over the remaining term of the PENNVEST financing described above at the applicable interest rates associated therewith (the “Authority Financing”). If the individual property owner selects the Authority Financing, said property owner shall return the invoice to the Township indicating such selection. The Township shall then promptly notify the Authority of those property owners who have indicated their desire to utilize Authority Financing and the Authority shall prepare a loan agreement evidencing the Authority Financing to be delivered and executed by the respective property owner. The Township shall then place liens on those properties that have not paid their proportionate share of the Total System Cost in full within the allotted timeframe and assign those liens to the Authority promptly upon conveyance of the System and Pump Station to the Authority pursuant to Section 10 hereof. Upon conveyance of the System and Pump Station to the Authority pursuant to Section 10 hereof, the Authority shall assume all responsibility for the imposition and collection of the assessment, municipal lien and/or judgment, as applicable. Property owners who select the Authority Financing will receive a monthly bill for the amount due thereunder.

To the extent that a property owner opts to have the Authority construct the on-lot improvements, the Authority expects payment for the on-lot improvements to be made as of the completion of the on-lot improvements. If payment is not made as required, an assessment or lien for the cost of the on-lot improvements will be recorded by the Authority against the parcel improved by the on-lot improvements but said assessment and/or lien will be separate and

distinct from the imposition of the assessment and/or lien imposed for the proportionate share of the Total System Cost.

With respect to those property owners who do not pay their proportionate share of the Total System Cost in full within the allotted time and have not selected the Authority Financing or have defaulted in their obligations under the Authority Financing, the Authority may reduce the assessment and/or municipal lien to a judgment in accordance with applicable law.

13. Prepayment Discounts. The Authority is investigating the options and legality of providing prepayment discounts.

14. Mandatory Connection. All property owners included within the Project, wherein dwellings are located, shall be required to connect to the System pursuant to the provisions of the Ordinance and this Agreement, if the property has a failed or failing sanitary sewer system. If a property owner is not required to connect to the System, whether they be an owner of vacant property or do not have a failed or failing system, or otherwise, the property owner shall be responsible for the costs of construction and installation of the System, which is reflected in the assessment, as determined by the Township and shall be subject to the same lien provisions as set forth in this Agreement.

In accordance with the Ordinance, all properties included within the Project, wherein dwellings are located, shall be required to have said dwellings connected to the System prior to any sale or transfer of said dwelling to another person or entity, unless the property owner of said dwelling provides a written statement and/or certification from the Bucks County Board of Health, or a certification from a third party, whose certification is accepted by the Bucks County Board of Health, that the sanitary sewer system located on the tax parcel is not a failing or marginal on-site sewage disposal system.

15. Customers. All property owners connecting to the System shall become customers of the Authority and shall pay the sewer rates according to the Authority's Fee Schedule, Rules and Regulations and other applicable customary rates for applicable services as may be in effect and revised, from time to time.

16. Tap-In Fees. In addition to each property owners' proportionate share of the Total System Cost and, if applicable, on-lot improvements, each property owner connecting to the System shall be required to pay the normal and customary tap-in and/or connection fee at the time of connection. The current tap-in fee for the area to be served by the System is Six Thousand Two Hundred Dollars (\$6,200.00) per equivalent dwelling unit ("EDU"). In addition, the Authority shall conclusively determine the amount of EDUs required for each property in accordance with industry standards prior to or at the time of connection and said property owner shall be required to purchase the requisite number of EDUs required from the Authority prior to connection.

17. Recapture. Property owners who have been assessed their proportionate share of Total System Cost shall be entitled to recapture a portion of their costs upon the connection of additional properties to the System within ten (10) years from the date the System first became

available for connection. The amount of recapture available to said property owners shall be determined as if said additional properties were included in the initial number of properties from which the proportionate share of the Total System Cost were determined. The amount of any recapture shall first be applied to the outstanding amount of any municipal lien or judgment before being payable to the property owner.

18. Payment. The cost incurred by the Authority to construct and install the System and Pump Station shall be financed by the Township through a loan from PENNVEST. In the event that the Township does not obtain financing through PENNVEST or upon assignment of the PENNVEST loan to the Authority, the costs incurred by the Authority to construct the System and Pump Station shall be reimbursed to the Authority by the Township paying to the Authority funds received from property owners who have paid their proportionate cost of the Total System Cost or by the assignment to the Authority of any and all municipal liens and judgments which shall be recorded against those property owners that have not paid in full the required assessment in accordance with Section 12 of this Agreement and the Ordinance. The Authority agrees to accept, as full consideration of the services to be performed herein, the consideration as set forth herein consistent with Sections 12 and 18 of this Agreement.

19. Insurance. The Authority shall provide a certificate of insurance to the Township naming the Township as an additional insured as against any and all liability, property damage, workmen's compensation, vehicular insurance, and the like, in amounts adequate to protect the Township's interest during the construction and installation of the System and Pump Station. The Authority may satisfy this obligation by having the successful bidder of any portion of the construction and installation of the System and/or Pump Station name the Township as an additional insured. The amounts of insurance in each of the aforementioned categories shall be as follows: (1) Comprehensive General Liability – Bodily Injury – One Million Dollars (\$1,000,000) per person and per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (2) Property Damage Liability – One Million Dollars (\$1,000,000) per occurrence; (3) Workmen's Compensation – in accordance with Pennsylvania law; (4) Comprehensive Automobile Liability – One Million Dollars (\$1,000,000) per person and per occurrence; (5) Excess Umbrella Liability Combined – Two Million Dollars (\$2,000,000); and (6) Professional Liability Insurance – One Million Dollars (\$1,000,000) which shall include Errors and Omissions coverage. The Authority shall also require that any contractor or subcontractor it utilizes pursuant to this Agreement shall name the Township as an additional insured on any insurance policies required by the Authority.

20. Force Majeure. If either party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood, or other natural disaster, malicious injury, strikes, lock-outs, or other labor troubles, riots, insurrection, war or other reason of like nature not the fault of the party in performing under this Agreement, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however, that if the period of such delay exceeds one (1) year, either party may elect to terminate this Agreement.

21. Multiple Lots. The parties acknowledge that several property owners own multiple lots within the area proposed to be served by the System. The Township agrees that it

will send notice to property owners of multiple lots advising said property owners that they will be assessed a separate EDU for each separate lot and in order to avoid assessment, they will need to “legally merge” their lots into one lot and thus eliminate the need for multiple payments for multiple EDUs. The Township, prior to the commencement of construction of the System, shall send notification to the Authority as to the number of lots wherein public sewer is to be made available together with tax parcel numbers associated therewith and the record owner of said lot. If the property owner fails to “merge the lots” after receipt of notice from the Township, the property owner shall be assessed for each lot in accordance with this Agreement and the Ordinance, as the failure to merge the lot shall be conclusive evidence that the property owner desires not to merge the lots and thus desires that public sewer shall be available to more than one parcel of real property. If a property owner merges lots so as to create one lot and then subsequently subdivides a lot into smaller lots, the owner of any lot created by the subdivision who has not been assessed for the Total System Cost shall pay their proportionate costs of the Total System Cost serving the new lot or lots in accordance with the recapture provisions set forth in Section 17 hereof, provided, however, that said owner shall be required to pay their proportionate share of the Total System Cost serving the new lot or lots regardless of when the subsequent subdivision occurs.

22. Notices and Deliveries. Any notice or demand required to be given herein, unless otherwise specified in the terms of this Agreement, shall be made by mail or confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

To the Authority: Bucks County Water and Sewer Authority
1275 Almshouse Road
Warrington, PA 18976
Attn: Chief Executive Officer
Attn: Legal Department
Facsimile: 267.200.0324

To the Township: Doylestown Township
425 Wells Road
Doylestown, PA 18901
Attn: Township Manager
Facsimile: 215.348.8729

The Township or Authority may from time to time designate any other address for notices or deliveries by written notice to the other party.

23. Prior Agreements. This Agreement shall represent the entire, integrated agreement between the parties hereto with respect to the Project and shall supersede all prior negotiations, representations, or agreements pertaining thereto, either oral or written. Specifically, the prior agreement between the Authority and the Township dated December 16, 2014 is hereby superseded and replaced by this Agreement. This Agreement and any provision hereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Agreement following approval of said

modification at a public meeting of the respective governing bodies of the Township and the Authority.

24. Governing Law. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon the respective parties, their successors and assigns.

25. Disputes. Should any disputes occur pursuant to the terms and conditions of this Agreement, it is understood and agreed that the Court of Common Pleas of Bucks County shall have jurisdiction over any and all claims arising out of or resulting from this Agreement. Each party shall be responsible for their own attorney's fees and other costs.

Signature page follows

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

DOYLESTOWN TOWNSHIP

By: _____

Name:

Title:

Attest: _____

BUCKS COUNTY WATER AND SEWER AUTHORITY

By: _____

Name:

Title:

Attest: _____

EXHIBIT A
(ORDINANCE)

ORDINANCE NO. 384

DOYLESTOWN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA

AN ORDINANCE OF DOYLESTOWN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA, AUTHORIZING THE CONSTRUCTION OF AN EXTENSION TO THE SANITARY SEWAGE COLLECTION SYSTEM SERVING PORTIONS OF THE TOWNSHIP IN THE AREA IDENTIFIED AS THE PEBBLE RIDGE/WOODRIDGE AREA FRONTING ON PORTIONS OF BRISTOL ROAD, OLD NEW ROAD, LOWER STATE ROAD, ALMSHOUSE ROAD, PEBBLE RIDGE ROAD, WILLOW LANE, WOODRIDGE DRIVE, DOE RUN DRIVE, WESTAWAY LANE, BUCK ROAD, DAVID'S WAY, LINDA LANE, STONY LANE, STONY LANE CIRCLE, PEBBLE CREST DRIVE, SHADY BROOK CIRCLE, MILITIA HILL ROAD, FORGE ROAD, ANVIL LANE, AND SPRINGDALE ROAD, FOR THE PURPOSE OF PROVIDING PUBLIC SEWER TO THE TAX PARCEL NUMBERS IDENTIFIED IN SECTION 1; APPROVING PLANS AND SPECIFICATIONS OF THE CONSULTING ENGINEER, GILMORE AND ASSOCIATES, INC., FOR THE CONSTRUCTION OF SAID EXTENSION; APPROVING THE ESTIMATED COST OF THE CONSTRUCTION OF THE AFORESAID EXTENSION; PROVIDING FOR THE ASSESSMENT OF THE COST OF CONSTRUCTION OF THE EXTENSION BY AN EQUAL ASSESSMENT ON ALL PROPERTIES ABUTTING ON AND/OR BENEFITTING BY THE SEWER EXTENSION IN ACCORDANCE WITH THE PROVISIONS OF THE PENNSYLVANIA SECOND CLASS TOWNSHIP CODE; PROVIDING FOR THE MANNER OF COLLECTION; PROVIDING FOR THE FILING OF LIENS; AND PROVIDING FOR MANDATORY CONNECTION OF CERTAIN TAX PARCELS TO THE TOWNSHIP SEWER SYSTEM.

WHEREAS, the Board of Supervisors of the Doylestown Township (the "Township") has determined that it would be in the best interest of the residents of the Township to construct an extension to the sanitary sewage collection system serving the Township along certain portions of Bristol Road, Old New Road, Lower State Road, Almshouse Road, Pebble Ridge Road, Willow Lane, Woodridge Drive, Doe Run Drive, Westaway Lane, Buck Road, David's Way, Linda Lane, Stony Lane, Stony Lane Circle, Pebble Crest Drive, Shady Brook Circle, Militia Hill Road, Forge Road, Anvil Lane, and Springdale Road in the Township to provide public sewer to Tax Parcels 09-007-055, 09-007-058, 09-007-059, 09-007-063, 09-007-067, 09-007-071, 09-007-071-002, 09-007-077, 09-007-084, 09-007-084-001, 09-007-084-003, 09-007-085, 09-007-086, 09-007-086-001, 09-

007-087, 09-007-088, 09-007-088-001, 09-007-088-002, 09-007-088-003, 09-007-110, 09-007-110-001, 09-007-110-002, 09-007-110-004, 09-007-110-005, 09-007-110-007, 09-007-110-008, 09-014-001, 09-015-003 through 09-015-017, 09-015-022 through 09-015-041, 09-015-049 through 09-015-052, 09-016-001 through 09-016-005, 09-016-005-001, 09-016-005-002, 09-016-006, 09-016-007, 09-039-001 through 09-039-034, 09-040-001 through 09-040-012, 09-040-022 through 09-040-032, 09-040-037 through 09-040-040, 09-042-001 through 09-042-091, 09-042-093, 09-042-095 through 09-042-102, 09-042-104 through 09-042-114, 09-043-001 through 09-043-006 (said extension hereinafter being referred to as the "Project"); and

WHEREAS, the Consulting Engineer, Gilmore and Associates, Inc., has prepared plans and specifications for the extension of the sewer lines dated January 1, 2015, last revised June 3, 2016; and

WHEREAS, the Township, in accordance with law, intends to contract with the Bucks County Water and Sewer Authority to construct the sewer extension, in accordance with the plans and specifications of the Consulting Engineer, Gilmore and Associates, Inc.; and

WHEREAS, the Consulting Engineer, Gilmore and Associates, Inc., has estimated the cost of the Project to be Eight Million, Six Hundred Thousand (\$8,600,000.00) Dollars for the public portions of the project, which said cost includes Township administrative expenses, easement acquisitions, and construction engineering expenses. Said costs are not expected to be exceeded unless unforeseen circumstances arise. Additional costs will be imposed for private construction, which will be based upon each individual property owner's separate arrangement; and

WHEREAS, the Township Board of Supervisors has determined that the cost of the Project shall be assessed against the properties by an equal assessment on all properties abutting, benefitted, improved, and accommodated thereby in accordance with the provisions of the Pennsylvania Second

Class Township Code, 53 P.S. Section 67508(2); and

WHEREAS, the Township desires to approve the construction of the sewer extension and the assessment method set forth herein and to provide for the payment of the cost of the Project in accordance with the terms of the Pennsylvania Second Class Township Code.

NOW, THEREFORE, the Board of Supervisors of Doylestown Township, Bucks County, Pennsylvania hereby ordains and enacts as follows:

Section 1. The Township hereby approves and authorizes the construction of a sanitary sewer system extension in the Pebble Ridge/Woodridge area to provide public sewer to Tax Parcels 09-007-055, 09-007-058, 09-007-059, 09-007-063, 09-007-067, 09-007-071, 09-007-071-002, 09-007-077, 09-007-084, 09-007-084-001, 09-007-084-003, 09-007-085, 09-007-086, 09-007-086-001, 09-007-087, 09-007-088, 09-007-088-001, 09-007-088-002, 09-007-088-003, 09-007-110, 09-007-110-001, 09-007-110-002, 09-007-110-004, 09-007-110-005, 09-007-110-007, 09-007-110-008, 09-014-001, 09-015-003 through 09-015-017, 09-015-022 through 09-015-041, 09-015-049 through 09-015-052, 09-016-001 through 09-016-005, 09-016-005-001, 09-016-005-002, 09-016-006, 09-016-007, 09-039-001 through 09-039-034, 09-040-001 through 09-040-012, 09-040-022 through 09-040-032, 09-040-037 through 09-040-040, 09-042-001 through 09-042-091, 09-042-093, 09-042-095 through 09-042-102, 09-042-104 through 09-042-114, 09-043-001 through 09-043-006, in accordance with the plans, drawings, and specifications prepared by the Consulting Engineer, Gilmore and Associates, Inc., dated January 1, 2015, and last revised June 3, 2016, and to be approved by the Pennsylvania Department of Environmental Protection, on the land and in the highways, streets, roads, and rights of way as therein set forth.

Section 2. The Project cost shall be charged and assessed equally against all of the properties abutting and benefitted by the sanitary sewer extension in accordance with the provisions

of the Pennsylvania Second Class Township Code at 53 P.S. Section 67508(2).

Section 3. Assessments shall be made in the following manner:

A. Whenever the construction of a sewer extension has been completed, the Consulting Engineer, Gilmore and Associates, Inc., shall file with the Township a statement certifying that such sewer extension has been completed and approved by them for assessment purposes, stating the date of such completion and describing such sewer or sewers in reasonable detail.

B. Upon receipt by the Township of any certificate of the Consulting Engineer, Gilmore and Associates, Inc., as provided above, the Township shall examine the same and shall determine the property or properties abutting upon said sewer or sewers described in said certificate which are benefitted, improved, or accommodated thereby, shall determine the amount or amounts of the proposed assessment or assessments, computed in accordance with the provisions of this Ordinance and the Second Class Township Code, and shall determine the name or names of the owner or owners of such property or properties. Thereupon, the Consulting Engineer, Gilmore and Associates, Inc., shall certify that such proposed assessment or assessments, together with all assessments theretofore made by the Township under the provisions hereof and together with the estimated amount of all assessments thereafter to be made under the provisions hereof will not exceed the actual cost of the Project. After making such determination and receiving the certificate of the Consulting Engineers, Gilmore and Associates, Inc., as provided for in this paragraph, the Township shall direct the preparation of a proper assessment bill for the amount charged against each property.

C. The assessment bills so prepared thereupon shall be collected from the owner or owners of each of the properties against which such assessments are charged and assessed thereby.

D. Within thirty (30) days after the filing with the Township of any certificate provided for in Paragraph A above, the assessment bills, so dated and executed, shall be served by the Township upon the owner or owners of such properties by registered mail. If the owner or owners of such properties cannot be served by registered mail, then the assessment bill shall be posted upon the premises or a copy thereof left with the occupant, if there be one, and shall further be mailed to the owner or owners or his, her, or their agent or attorney at his, her, or their last known address by first class mail.

Section 4. All such assessments shall be payable forthwith to the Doylestown Township, unless the owner or owners shall have been granted the privilege of providing payments in installments and shall have entered into a stipulation and agreement with the Authority providing for same and the entry of a municipal lien against the properties affected for the purpose of securing said

payments.

Section 5. If any owner or owners against which such an assessment shall have been made, refuse or neglect to pay such assessment within ninety (90) days after service thereof shall have been made in the manner as set forth in Section 3 hereof or, have not, within said time frame, entered into an agreement in a form acceptable to the Township or the Bucks County Water and Sewer Authority for the installment payment of said assessment, the Township shall forthwith proceed to file a municipal claim or lien thereon, which shall include interest at the maximum legal rate per annum from the date of completion of the work. Thereafter, the Solicitor shall proceed to collect the same under the general law relating to the collection of municipal claims, including if so directed by the Township, the filing of suits in assumpsit.

Section 6. The Township hereby ordains, directs and requires that the owners of Tax Parcels 09-007-055, 09-007-058, 09-007-059, 09-007-063, 09-007-067, 09-007-071, 09-007-071-002, 09-007-077, 09-007-084, 09-007-084-001, 09-007-084-003, 09-007-085, 09-007-086, 09-007-086-001, 09-007-087, 09-007-088, 09-007-088-001, 09-007-088-002, 09-007-088-003, 09-007-110, 09-007-110-001, 09-007-110-002, 09-007-110-004, 09-007-110-005, 09-007-110-007, 09-007-110-008, 09-014-001, 09-015-003 through 09-015-017, 09-015-022 through 09-015-041, 09-015-049 through 09-015-052, 09-016-001 through 09-016-005, 09-016-005-001, 09-016-005-002, 09-016-006, 09-016-007, 09-039-001 through 09-039-034, 09-040-001 through 09-040-012, 09-040-022 through 09-040-032, 09-040-037 through 09-040-040, 09-042-001 through 09-042-091, 09-042-093, 09-042-095 through 09-042-102, 09-042-104 through 09-042-114, 09-043-001 through 09-043-006 to connect, if, after the completion of the construction of the public sewer system abutting the above-mentioned parcels, the Bucks County Department of Health, upon identifying a documented regulatory malfunctioning on-lot disposal system, shall order the property in question to connect to

the public sewer system.

Section 7. The Township hereby ordains, directs, and requires that the owners of all of the tax parcels benefitted and accommodated by the sewer extension authorized herein, which have homes erected thereon, shall be required to have said homes connected to the Township public sewer system prior to any sale or transfer of said homes to any other person or entity, unless the owner provides a written statement and/or certification from the Bucks County Department of Health, or a certification from a third party, whose certification is accepted by the Bucks County Department of Health, that the sanitary sewer system located on the tax parcel is not a failing or marginal on-site sewage disposal system. The responsibility of the Township, as set forth in this section, shall be assigned to the Bucks County Water and Sewer Authority, unless the owner provides a certification from a third party, which said certification is accepted by the Township and/or the Bucks County Water and Sewer Authority, that the sanitary sewer system located on the parcel is not failing, or a marginal on-site sewage disposal system. If, however, the Bucks County Department of Health recognizes a regulatory malfunctioning on-lot septic consisting of sewage surfacing on the ground (determined by conducting a dye test) or backing up into the house, the property owner shall be required to connect the home to the public sewer system.

Section 8. Nothing contained herein shall alter the responsibility of the owners of the properties benefitted and accommodated by this sewer extension with respect to payment of the applicable sewer tapping fee to the Bucks County Water & Sewer Authority upon said owners' connection to the sewer system of the Bucks County Water and Sewer Authority.

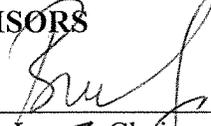
Section 9. The proper officers of the Township are hereby authorized and directed to do all matters and things required to be done by the Acts of Assembly and by this Ordinance for the purpose of carrying out the purposes hereof.

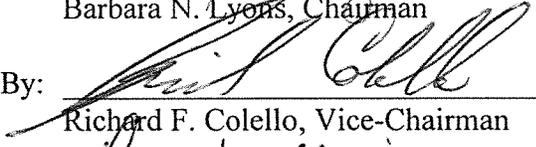
Section 10. Township reserves the right to make any modifications, supplements, or amendments to this Ordinance.

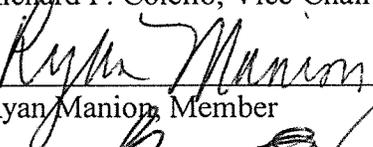
Section 11. Notwithstanding the provisions of Section 3 hereof, the Township may make settlements with property owners as to the amount of their assessments, and municipal claims or liens may be filed pursuant to such settlements or pursuant to stipulations entered into between the Township and the property owner or owners benefitted by the aforesaid sewer extension.

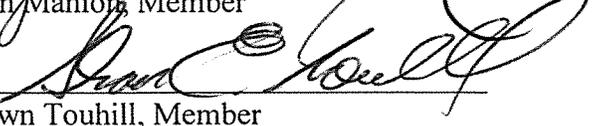
This Ordinance was duly ORDAINED and ENACTED this 15TH day of AUGUST, 2017.

DOYLESTOWN TOWNSHIP BOARD OF SUPERVISORS

By: 
Barbara N. Lyons, Chairman

By: 
Richard F. Colello, Vice-Chairman

By: 
Ryan Manion, Member

By: 
Shawn Touhill, Member

By: 
Ken Snyder, Member

EXHIBIT B
(PROPOSAL)

BCWSA Proposed Project Costs		
Sewer System (Pipe in Street)		
Construction Cost		\$ 5,361,936
Contingency Cost		\$ 650,000
Inspection		\$ -
Stone Backfill		\$ 394,290
Administrative Costs		
Engineering & Legal costs		\$ 180,000
BCWSA Guaranteed Maximum Price		\$ 7,610,574
Pump Station		
*Estimated Construction Cost		\$ 404,800
Clearing		\$ 190,000
*Estimated Cost for Pump Station		\$ 594,800
BCWSA Proposal		\$ 8,205,374
* numbers are estimated costs subject to bid pricing		

EXHIBIT C

(TOTAL SYSTEM COST)

BCWSA Proposed Project Costs	
Sewer System (Pipe in Street)	
Construction Cost	\$ 5,361,936
Contingency Cost	\$ 650,000
Inspection	\$ -
Stone Backfill	\$ 394,290
Administrative Costs	\$ 1,024,348
Engineering & Legal costs	\$ 180,000
BCWSA Guaranteed Maximum Price	\$ 7,610,574
Pump Station	
*Estimated Construction Cost	\$ 404,800
Clearing	\$ 190,000
*Estimated Cost for Pump Station	\$ 594,800
BCWSA Proposal	\$ 8,205,374
* numbers are estimated costs subject to bid pricing	
Township Estimated Project Costs	
<u>Incurred to Date</u>	
Easements Purchased	\$ 329,234
Other	\$ 99,533
Subtotal:	\$ 428,767
<u>Anticipated Costs</u>	
Legal (Agreement/Penn Vest)	\$ 40,000
Miscellaneous	\$ 22,095
Property Invoices - registered mail	\$ 1,326
Loan Participant - Lien Recording fees	\$ 25,000
Interest on Penn Vest Loan	\$ 129,438
Subtotal:	\$ 217,859
Township total:	\$ 646,626
Estimated Total System Cost:	\$ 8,852,000
DCED Grant	\$ (252,000)
Net Estimated Total System Cost:	\$ 8,600,000
Assessment Cap (assuming 252 properties)	\$ 34,126.98