



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Louise M. Kelchner, City Clerk


From: William P. Leeson, Esq., City Solicitor

Re: Amendment to Intermunicipal Cooperation Agreement for Parts I, II & III of Old Orchard Stones Crossing in Palmer Township for Transportation through Bethlehem Township Municipal Authority Lines and Treatment at the City of Bethlehem Treatment Plant
City of Bethlehem, Palmer Township, Bethlehem Township and Bethlehem Township Municipal Authority

Date: April 12, 2018

Attached is a proposed Ordinance and associated Amendment to Intermunicipal Cooperation Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.



William P. Leeson, Esq., Solicitor

Cc: Robert J. Donchez, Mayor
Edward Boscola

BILL NO. ____ - 2018

ORDINANCE NO. 2018-____

AN ORDINANCE OF THE CITY OF BETHLEHEM, COUNTIES OF LEHIGH AND NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING AND RATIFYING AN AMENDMENT TO AN AGREEMENT FOR INTERGOVERNMENTAL COOPERATION KNOWN AS THE "AMENDMENT TO THE INTERMUNICIPAL COOPERATION AGREEMENT FOR PARTS OF PHASES 1, II & III OF OLD ORCHARD STONES CROSSING IN PALMER TOWNSHIP FOR TRANSPORTATION THROUGH BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY LINES AND TREATMENT AT THE CITY OF BETHLEHEM TREATMENT PLANT".

THE COUNCIL OF THE CITY OF BETHLEHEM HEREBY ORDAINS AS FOLLOWS:

Section 1. There is hereby adopted and ratified an amendment to an agreement for intergovernmental cooperation known as the "Amendment to the Intermunicipal Cooperation Agreement for Parts of Phases I, II & III of Old Orchard Stones Crossing in Palmer Township for Transportation through Bethlehem Township Municipal Authority Lines and Treatment at the City of Bethlehem Treatment Plant" between the City of Bethlehem, Bethlehem Township, Bethlehem Township Municipal Authority and Palmer Township ("Amendment"). A copy of the Amendment is attached hereto and incorporated by reference herein. The Mayor and Controller are hereby authorized to execute the Amendment on behalf of the City of Bethlehem.

Section 2. This Amendment is entered into pursuant to the provisions of 53 Pa.C.S.A. §2303-2307:

- A. The purposes and objectives of the Amendment are to acknowledge the existence of the underlying Intermunicipal Cooperation Agreement for Part of Phases I, II & III of Old Orchard at Stones Crossing in Palmer Township dated September 11, 2000, which agreement is hereby ratified and confirmed; to include the Rau Lane Subdivision in the Intermunicipal Agreement dated September 11, 2000; to include any and all future sewer extension in to the Rau Lane Subdivision in the Intermunicipal Cooperation Agreement dated September 11, 2000; and to acknowledge that Bethlehem Township, Bethlehem Township Municipal Authority and Palmer Township have entered into a separate Intermunicipal Sewer Service Agreement with regards to the sewer service to the Rau Lane Subdivision.

- B. This Amendment shall be subject to all the conditions and terms specified and set forth in the underlying Intermunicipal Cooperation Agreement dated September 11, 2000.
- C. The duration of the underlying Intermunicipal Cooperation Agreement dated September 11, 2000 and this Amendment shall be perpetual.

Section 3. Upon proof of execution of this Amendment by all parties thereto, all City officials and employees are authorized to take such actions as are necessary and appropriate to implement the terms and conditions of the said Amendment.

Section 4. The invalidity of any section or provision of this ordinance herein adopted shall not invalidate other sections or provisions thereof.

Section 5. All Ordinances and parts of Ordinances inconsistent herewith be, and the same are hereby repealed.

Sponsored by _____

Passed finally in Council on the _____ day of _____, 2018.

President of Council

ATTEST:

City Clerk

This Ordinance approved this _____ day of _____, 2018.

Mayor

**AMENDMENT TO THE INTERMUNICIPAL COOPERATION
AGREEMENT FOR PARTS OF PHASES I, II & III OF OLD ORCHARD
STONES CROSSING IN PALMER TOWNSHIP FOR TRANSPORTATION
THROUGH BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY
LINES AND TREATMENT AT THE CITY OF BETHLEHEM
TREATMENT PLANT**

THIS Amendment is dated as of the 5th day of February 5, 2018, and is by and between BETHLEHEM TOWNSHIP, a **Township of the first class**, a municipal corporation organized under the laws of the Commonwealth as a first class township ("BETHLEHEM TOWNSHIP"); BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY, an authority organized and existing under the Municipality Authorities Act, as amended ("BTMA"); and PALMER TOWNSHIP, a **Township of the second class**, a municipal corporation organized under the laws of the Commonwealth as a second class township ("PALMER TOWNSHIP") and the CITY OF BETHLEHEM, ("CITY").

WITNESSETH:

WHEREAS, the parties entered into a Intermunicipal Cooperation Agreement for part of Phases I, II & III of Old Orchard Stones Crossing in Palmer Township for Transportation through Bethlehem Township Municipal Authority Lines & Treatment at the City of Bethlehem Treatment Plant dated September 11, 2000 and recorded in the Office of the Recorder of Deeds in Volume 2001-1, Page 002971 as attached as Exhibit "A";

WHEREAS, the parties need to amend the Agreement to include the area of Rau Lane Subdivision,

NOW, THEREFORE, Bethlehem Township, BTMA, and Palmer Township, in consideration of the mutual benefits flowing among the parties hereto, agree to amend the Intermunicipal Cooperation Agreement dated September 11, 2000 as follows:

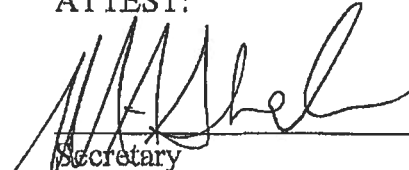
1. The "Whereas" clauses, supra, are hereby incorporated by reference as if set forth here at length.
2. The Rau Lane Subdivision, as attached in Exhibit "B", is hereby included in the Intermunicipal Cooperation Agreement dated September 11, 2000.

3. Any and all future sewer extension in to the Rau Lane Subdivision is hereby included in the Intermunicipal Cooperation Agreement dated September 11, 2000.

4. Bethlehem Township, BTMA, Palmer Township have entered into a separate Intermunicipal Sewer Service Agreement with regards to the sewer service to Rau Lane Subdivision

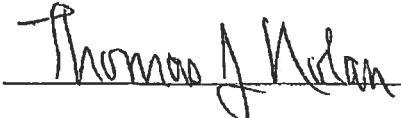
IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

ATTEST:



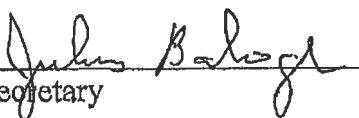
Secretary

TOWNSHIP OF BETHLEHEM



IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

ATTEST:


Secretary

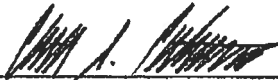
BETHLEHEM TOWNSHIP
MUNICIPAL AUTHORITY




IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

ATTEST:

TOWNSHIP OF PALMER



Secretary



IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

ATTEST:

CITY OF BETHLEHEM

Secretary

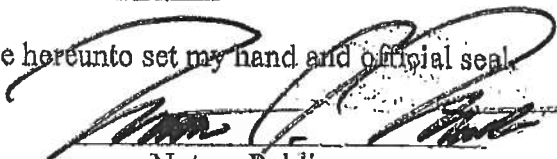
COMMONWEALTH OF PENNSYLVANIA)

) ss:

COUNTY OF NORTHAMPTON)

On this, the 27th day of February, 2018, before me the undersigned officer, personally appeared Dave Thorne, who acknowledged himself to be the Chairman of Bethlehem Township Municipal Authority and that he as such Chairman, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by himself as Chairman.

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


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Matthew J. Miranda, Notary Public
Bethlehem Twp., Northampton County
My Commission Expires March 5, 2021

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

On this, the _____ day of _____, 2017, before me the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the City of Bethlehem and that he as such _____, being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name of the City by himself as _____.

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

Notary Public

Exhibit A

RECORDER OF DEEDS
NORTHAMPTON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
2001000699
RECORDED ON
Jan 05, 2001
9:36:15 AM

RECORDING FEES \$41.50
STATE WRIT TAX \$0.50
COUNTY RECORDS IMPROVEMENT FEE \$1.00
DEEDS RECORDS IMPROVEMENT FEE \$1.00
TOTAL \$44.00

INTERMUNICIPAL COOPERATION AGREEMENT FOR
PART OF PHASES I, II & III OF OLD ORCHARD
STONES CROSSING IN PALMER TOWNSHIP FOR
TRANSPORTATION THROUGH BETHLEHEM TOWNSHIP
MUNICIPAL AUTHORITY LINES & TREATMENT AT THE
CITY OF BETHLEHEM TREATMENT PLANT



I hereby CERTIFY that this document is recorded in the Recorder's Office of Northampton County, Pennsylvania.

Ann L. Aschatz

Ms-11-13

THIS AGREEMENT made this 11th day of September, 2000, by and between PALMER TOWNSHIP MUNICIPAL SEWER AUTHORITY, Northampton County, Pennsylvania, hereinafter referred to as "PTMSA"; PALMER TOWNSHIP, Northampton County, Pennsylvania, hereinafter referred to as "PALMER TOWNSHIP"; BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY, Northampton County, Pennsylvania, hereinafter referred to as "BTMA"; and BETHLEHEM TOWNSHIP, Northampton County, Pennsylvania, hereinafter referred to as "BETHLEHEM TOWNSHIP", and CITY OF BETHLEHEM, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, parts of Phases I, II & III in the subdivision now known as Old Orchard at Stones Crossing are located in Palmer Township and other parts in Bethlehem Township, all of which have been conditionally approved by Palmer Township and Bethlehem Township, but because of topographic conditions, the following 54 lots of Phases I, II & III of said Subdivision, all located in Palmer Township, cannot be provided sanitary sewer service by Palmer Township, but can be provided with sanitary sewer service by lines of BTMA and sewage treatment by the City of Bethlehem Township Treatment Plant:

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7/17/00

1. Phase I, Block G, Lots 1, 2 & 3 on the east side of Toursdale Drive; Block D, Lots 16, 17, 18, 19, 20, 21 & 28 on the south side of Mountain View Avenue; Block D, Lots 22, 23, 24, 25, 26 & 27 on the east and west sides of Hilltop Circle and Block H, Lot 2 on the north side of Rau Lane.

2. Phase II, Block D, Lots 6, 7, 8, 9, 14 & 15 on the east side of Toursdale Drive; Block C Lots 27, 28, 29, 30, 31 & 32 on the south side of Southwood Drive; Block D, Lots 1, 2, 3, 4 & 5 on the north side of Southwood Drive; Block D, Lots 10, 11, 12 & 13 around Cog Circle.

3. Phase II, Block H, Lots re-numbered 3, 4, 5, 6, 7 & 8 on the north side of Rau Lane.

4. Phase III, Block C, Lots 17, 25 & 26 on the south side of Toursdale Drive.

5. Phase III, Block C, Lots 18, 19, 20, 21, 22, 23 & 24 located on both sides of Lantern Place East.

All of said lots are known as and referred to as the "Service Area" herein.

WHEREAS, PTMSA has had informal discussions with representatives of Bethlehem Township and BTMA to develop a process in which the Service Area can be provided public sewer service, and

WHEREAS, the sanitary sewer flow from the Service Area will ultimately be discharged into and treated by the City of Bethlehem Treatment Plant, and

WHEREAS, because of these conditions and in order to better serve the health and welfare of both Townships, the parties have reached an understanding that the most advantageous way to meet the sanitary sewage needs of both communities for the Service Area is by this inter-municipal cooperation agreement pursuant to which Bethlehem Township agrees to transport sanitary sewage from the Service Area through lines owned by BTMA for treatment by the City of Bethlehem Treatment Plant, and Bethlehem Township agrees to charge Palmer Township the same residential rates it charges each residence in Bethlehem Township, but based on records of all water consumed in the Service Area while reserving to Palmer Township the right to set all fees charged to its property owners in the Service Area and connecting to the sanitary sewer lines constructed therein, including but not limited to connection fees, tapping fees and sewer rental fees, and

WHEREAS, it is the intent of Bethlehem Township that it will accept, under the terms hereof, from all lots in the Service Area, each of which is located in Palmer Township, all residential sewage flowing therefrom and it agrees to transport the same through sewer lines of BTMA for treatment by the City of Bethlehem Sewage Treatment Plant. Bethlehem Township will bill Palmer Township in accordance with the terms of this Agreement, on the total amount of water consumed in the Service Area without discount, and without surcharge.

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NOW, THEREFORE, Bethlehem Township, BTMA, PTMSA, Palmer Township and City, in consideration of the mutual benefits flowing among the parties hereto, agree as follows:

1. PTMSA and Palmer Township do hereby grant unto Bethlehem Township the sole and exclusive right and privilege to provide sanitary sewer service to the Service Area shown on the attached Exhibit "A", as hereafter described, under and subject to the conditions hereinafter set forth.

2. Bethlehem Township agrees to accept, and Palmer Township agrees to discharge into BTMA sewer lines, and the latter agrees to accept all the residential sanitary sewage from the Service Area based on one residence per lot for transportation and treatment at the City of Bethlehem Treatment Plant. Each lot shall contain not more than one (1) unit; namely a single family residence per lot. Bethlehem Township shall bill Palmer Township quarterly March, June, September and December within fifteen (15) days of receipt of water consumption records for total consumption for the quarter, as hereafter referred to in Paragraph 5, at the same rate charged Bethlehem Township single-family residential customers as modified from time to time by ordinance of Bethlehem Township. Palmer Township agrees to pay said quarterly bill within thirty (30) days from its date. Palmer Township shall bill customers in the Service Area at such rates as it alone shall determine. All properties in the Service Area shall be deemed sewer service customers of Palmer Township and Bethlehem Township shall

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have no jurisdiction over said customers or over rates or fees charged customers in the Service Area by Palmer Township.

(a) Sewer service in the Service Area shall not commence until this Agreement is signed by all parties and enabling ordinances or resolutions are adopted by the parties authorizing signing of the Agreement.

(b) Sewer service to the Service Area shall be governed by this Agreement.

(c) At no time shall the cost to Palmer Township for sewer service under this Agreement ever exceed the rate charged Bethlehem Township customers for the same classification of customers and the same classification of waste water discharge for similar customers.

(d) This Agreement is not intended to create any individual user rights in the sewers constructed or used pursuant to this Agreement, as a third party beneficiary or otherwise. The only parties entitled to enforce this Agreement shall be the parties signing this Agreement.

(e) Palmer Township and/or PTMSA alone shall determine as to owners or users of the sewer system in the Service Area whatsoever charges, fees, amounts and on whatsoever basis the same shall be levied and collected.

3. BTMA, Bethlehem Township, PTMSA and Palmer Township are parties to this Agreement to signify their

consent to transport said residential sewage from the Service Area through BTMA system and to treat the same at the City of Bethlehem Sewer Treatment Plant based on BTMA and Bethlehem Township allocation in said waste water treatment plant and for Bethlehem Township to receive payment therefore from Palmer Township in accordance with this Agreement. PTMSA and Palmer Township are parties to this Agreement to signify their consent to transport said residential sewage from the Service Area through BTMA system for treatment at the City of Bethlehem Sewer Treatment Plant and for Palmer Township to pay Bethlehem Township therefore in accordance with this Agreement. The City is a party to this Agreement to signify its consent to accept and treat said residential sewage in accordance with this and other Agreements with BTMA and Bethlehem Township.

4. Whenever a building permit is issued by Palmer Township under which a residential dwelling is to be constructed and connected to the subject sewer line in the Service Area under this Agreement, Palmer Township shall promptly notify Bethlehem Township of the name and address of the property owner, tax map parcel number, the name of the subdivision and lot number, deed reference, estimated average daily sewage flow and the date of the proposed connection. Within fourteen (14) days of the issuance of an occupancy permit, a copy of the same shall be sent to Bethlehem Township by Palmer Township.

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5. Water consumption records in Palmer Township shall be used for all Palmer Township customers contributing sewage flow from the Service Area into BTMA lines. The sewage flow from Palmer Township shall be based upon one of the following methods: (1) 100% of the water usage of each owner in the Service Area, as determined from records supplied by the water supplier or (2) for individual users not customers of a water supplier, based on source meters acceptable to Bethlehem Township and BTMA and installed at cost of property owner under inspection of Palmer Township. Meters must be approved by Palmer Township. Palmer Township shall require that the water usage of all sewer collection system customers in the Service Area, whether derived from on-lot source or from a central water supply system, be metered. All on-lot water meters shall be read by Palmer Township. Palmer Township shall supply on-lot water meter readings to Bethlehem Township quarterly; March 1, June 1, September 1 and December 1, with a list of each property discharging sewage effluent from the Service Area, providing the name and address, deed reference and tax map parcel number and total water gallonage used for the current quarter. As to residences served by a water supplier, Palmer Township shall supply Bethlehem Township quarterly the same as for on-lot water metered properties with the same information as for on-lot water systems. All meters shall be subject to inspection and approval by Bethlehem Township. Palmer Township shall be responsible for the accuracy of all meters.

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(a) In preparing each bulk sewage quarterly bill, Bethlehem Township shall review the water bills from the public water supplier for each discharging residence, or if no public water supplier, it shall review on-lot water meter readings from last bill to current reading supplied by Palmer Township. The total sewer bill shall be based on a composite of water used by sewer connected lot owners in accordance with Bethlehem Township Sewer Ordinances and Regulations as to what the sewage charges per residence would be as if located in Bethlehem Township.

(b) Bethlehem Township, at its cost, shall also verify the quantity of sewage flows from the subject area into BTMA lines quarterly by means of installed permanent meters or portable meters approved by Bethlehem Township and BTMA. The cost of such verification shall be borne by Palmer Township including cost of meters, reading of same, operation and maintenance, and shall be billed to Palmer Township by Bethlehem Township, if the average sewer discharge exceeds the water usage by at least 20 percent (20%) over a period of a calendar quarter. Palmer Township shall within six (6) months of the date of notification by Bethlehem Township of verification of excessive flow reduce the sewage discharge to the amount of water usage in the Service Area.

6. The procedure to be followed for extension of sanitary sewage lines in the Service Area shall be in accordance with PTMSA and Palmer Township rules, regulations,

resolutions and ordinances for sanitary sewer extensions presently in force and as amended from time to time including application for sewer extensions, application fees, tapping fees, construction fees and any other fees as determined by PTMSA and Palmer Township. All sewer extension fees, tapping fees and sewer rental charges provided for in PTMSA and Palmer Township rules, regulations, resolutions and ordinances shall be charged, collected and retained by PTMSA and/or Palmer Township as they shall determine.

7. Any person, partnership, corporation or other entity (hereinafter referred to as "Applicant") that desires sanitary sewer service be extended within the Service Area must comply with all rules, regulations, resolutions and ordinances of PTMSA, Palmer Township and the City.

8. Where a developer constructs a sewer extension in the Service Area, all sewer lines, rights of way, manholes and facilities of whatsoever nature shall become the property of PTMSA.

9. All collectors, interceptors and sewer facilities pertaining hereto, constructed in the Service Area under this Agreement shall be constructed by the developer under PTMSA Rules and Regulations, deeded to PTMSA on completion and acceptance, and thereafter operated and maintained by Palmer Township. Cost of operation, maintenance and all capital costs to be borne solely by Palmer Township or PTMSA. Palmer Township or PTMSA agree to maintain the sanitary sewer lines in the Service Area covered

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by this Agreement in good repair to continuously operate the same and from time to time make all repairs, necessary replacements and all necessary improvements thereto in order to maintain adequate service.

(a) All sewage from the Service Area will be transported from Palmer Township to BTMA sewage system by PTMSA extension for Old Orchard at Stones Crossing Phases I, II & III, as described in page 1 hereof. The sewer lines and manholes will be constructed under PTMSA Rules and Regulations and will be a part of the sanitary sewer system owned by PTMSA and leased to Palmer Township which operates and maintains the same. The sewer lines and manholes are subject to inspection by Bethlehem Township and/or BTMA on reasonable notice to and in the presence of Palmer Township Sewer Department representative.

10. Palmer Township shall permit authorized representatives of Bethlehem Township and BTMA access at all reasonable times to the Palmer Township and PTMSA records relating to matters hereunder, in order to assure compliance with the terms of this Agreement, including access for waste sampling and measurement.

(a) Bethlehem Township, BTMA, Palmer Township and PTMSA each agree to furnish or to cause to be furnished to each other, upon reasonable cause shown by any party thereto, all information deemed essential by a party hereto, for determination of the volume, character and strength of sewage discharged into the BTMA's sewer system.

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11. Anyone applying for a sanitary sewer extension must comply with all Palmer Township ordinances and PTMSA Rules and Regulations including any applicable Palmer Township ordinances regarding land use and development, subdivision plan approval and all ordinances regarding road opening and construction.

12. Bethlehem Township has entered into various agreements with City regarding limitations and obligations regarding discharge of sewage into the City sewer lines and treatment of sewage by City of Bethlehem Treatment Plant. Palmer Township and PTMSA, by entering into this Agreement, agree to comply with and be bound by the same and any amendments made from time to time, as to sewage transported from the Service Area and discharged into the lines of BTMA and City and thence treated at the City of Bethlehem Treatment Plant, and all discharge from Palmer Township shall be within the quality perimeters set from time to time by City and the City of Bethlehem Treatment Plant and Bethlehem Township. Bethlehem Township agrees to promptly provide Palmer Township with all amendments to all City of Bethlehem Treatment Plant and/or Bethlehem Township treatment regulations. Bethlehem Township agrees that any changes subsequently made in its regulations or those proposed by City of Bethlehem Treatment Plant with regard to quality of effluent acceptable for transport through BTMA lines and for treatment at City of Bethlehem Treatment Plant that those new regulations will provide for a sixty (60) days notice to

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Palmer Township in order for it to adopt any necessary ordinances.

13. All residential sewage discharged by PTMSA and Palmer Township from the Service Area will be included in the total sewer allocation currently assigned to BTMA and Bethlehem Township. BTMA and Bethlehem Township's current allocation will not be increased just to accommodate this added flow.

14. It is agreed that the cost of preparation of this Agreement shall be shared equally between PTMSA, Palmer Township, BTMA, Bethlehem Township, but each party shall pay for their individual costs of engineering and legal review and preparation of resolutions and ordinances.

15. This Agreement is recognized as an agreement in principal of the parties, and each party will adopt such ordinances or resolutions required in order to approve and effectuate the same.

16. The parties hereto agree that if, at any time, disputes shall arise between them concerning factual determinations under the terms of this Agreement, the matter in dispute shall be referred to three arbitrators, one to be appointed by PTMSA and Palmer Township, one to be appointed by BTMA and Bethlehem Township and the third to be agreed upon by the two appointees so selected; provided, however, that in the event such appointees cannot agree on the third arbitrator, the President Judge of the Court of Common Pleas

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of Northampton County, Pennsylvania, shall appoint the third arbitrator. A decision or award of the majority of such arbitrators shall be final and binding upon the parties hereto, their respective successors and assigns. Each party hereto shall pay the costs including costs of its own appointee and one-half of the costs of the third arbitrator.

17. 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.

18. This Agreement may only be modified, amended or supplemented by the written agreement of all the parties hereto.

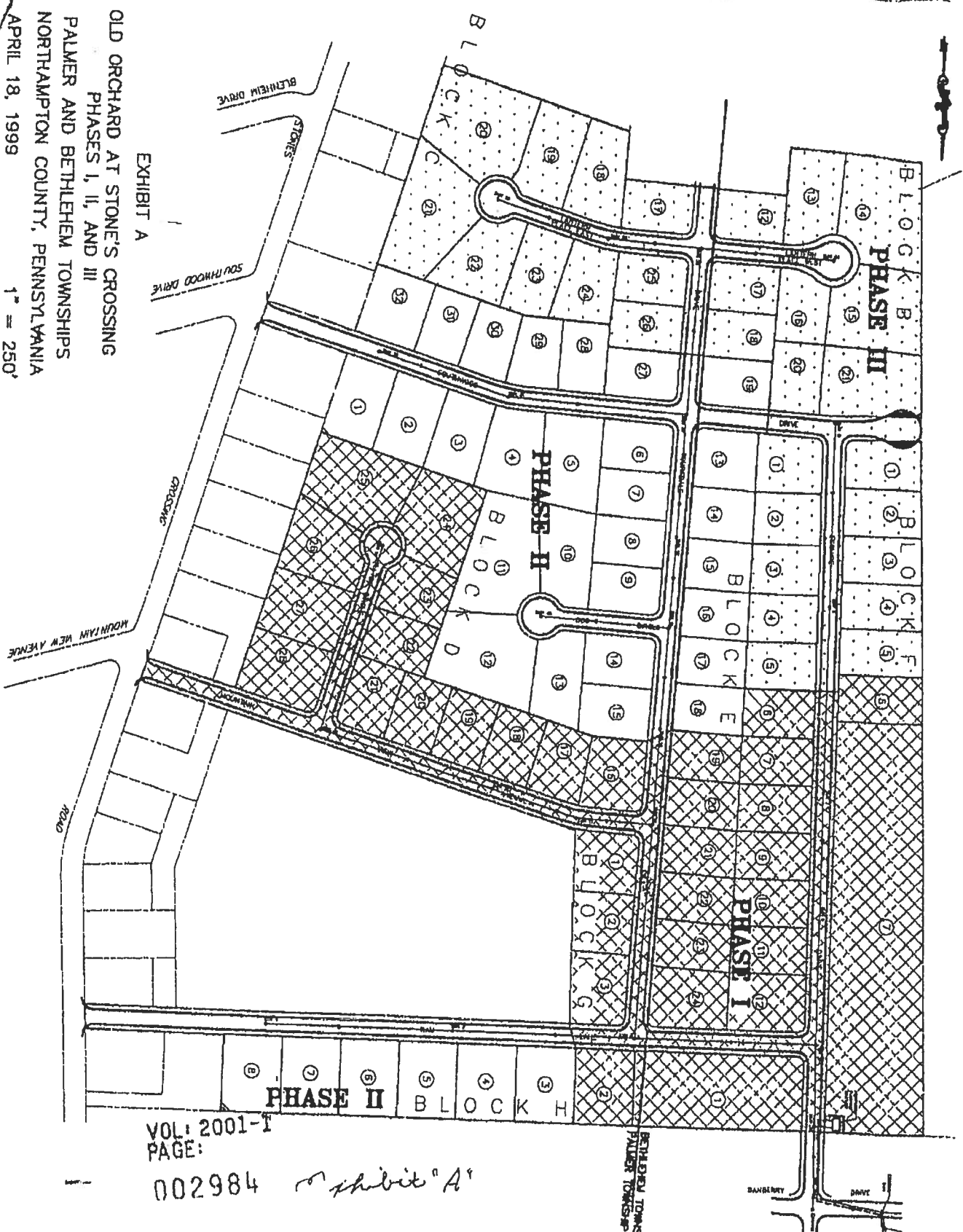
19. Should any one or more of the provisions of this Agreement for any reason be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement and this Agreement shall, in such circumstances, be construed and enforced as if such illegal, invalid or unenforceable provision has not been contained herein.

20. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

21. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

OLD ORCHARD AT STONE'S CROSSING
 PHASES I, II, AND III
 PALMER AND BETHEHEM TOWNSHIPS
 NORTHAMPTON COUNTY, PENNSYLVANIA
 APRIL 18, 1999
 1" = 250'

EXHIBIT A



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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 11th day of September, 2000, who agree for themselves, their successors and assigns to be legally bound hereby.

Attest:

David S. Kost
Secretary

PALMER TOWNSHIP MUNICIPAL
SEWER AUTHORITY

By William J. Smolow
Chairman
"PTMSA"

Attest:

Virginia Becker
Secretary

PALMER TOWNSHIP

By [Signature]
Chairman of Board of
Supervisors
"PALMER TOWNSHIP"

Attest:

Julius Balogh
Secretary

BETHLEHEM TOWNSHIP MUNICIPAL
AUTHORITY

By Chad Leon
Chairman
"BTMA"

Attest:

Paul Anne
Secretary

BETHLEHEM TOWNSHIP

By Robert A. Birk
Chairman of the Board of
Supervisors
"BETHLEHEM TOWNSHIP"

Attest:

Wanda F. Hill
Secretary Controller

CITY OF BETHLEHEM

By Julie G. [Signature]
Mayor
"CITY"

DEC - 7 2000

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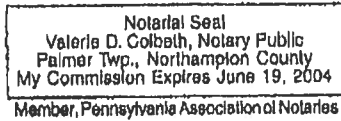
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7/17/00

COMMONWEALTH OF PENNSYLVANIA))
) SS:
COUNTY OF NORTHAMPTON))

On this, the 19th day of September, 2000,
before me, the undersigned officer, personally appeared
William J. Smolow who acknowledged himself to be
the Chairman of PALMER TOWNSHIP MUNICIPAL SEWER AUTHORITY,
and that he as such Chairman being authorized to do so,
executed the foregoing instrument for the purposes therein
contained by signing the name of the AUTHORITY by himself as
Chairman.

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

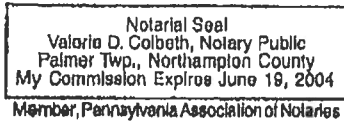


Valerie D. Colbeth
Notary Public

COMMONWEALTH OF PENNSYLVANIA))
) SS:
COUNTY OF NORTHAMPTON))

On this, the 19th day of September, 2000,
before me, the undersigned officer, personally appeared
David E. Collier who acknowledged himself to
be the Chairman of PALMER TOWNSHIP, and that he as such
Chairman of the Board of Supervisors being authorized to do so, executed the
foregoing instrument for the purposes therein contained by
signing the name of the TOWNSHIP by himself as

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



Valerie D. Colbeth
Notary Public

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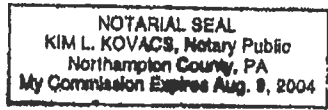
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COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF NORTHAMPTON)

On this, the 11th day of September, 2000, before me, the undersigned officer, personally appeared Charles Leon who acknowledged himself to be the Chairman of BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY, and that he as such Chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the AUTHORITY by himself as Chairman.

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

Kim L. Kovacs
Notary Public

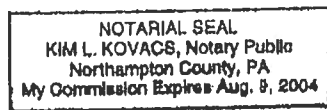


COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF NORTHAMPTON)

On this, the 11th day of September, 2000, before me, the undersigned officer, personally appeared Robert W. Birk who acknowledged himself to be the President of BETHLEHEM TOWNSHIP Board of Commissioners, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the TOWNSHIP by himself as

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

Kim L. Kovacs
Notary Public



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COMMONWEALTH OF PENNSYLVANIA)) SS:
COUNTY OF NORTHAMPTON))

On this, the 7th day of *December*, 2000, before me, the undersigned officer, personally appeared *Donald T. Cunningham Jr.* who acknowledged himself to be the MAYOR of the CITY OF BETHLEHEM, and that he as such MAYOR being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the CITY by himself as MAYOR.

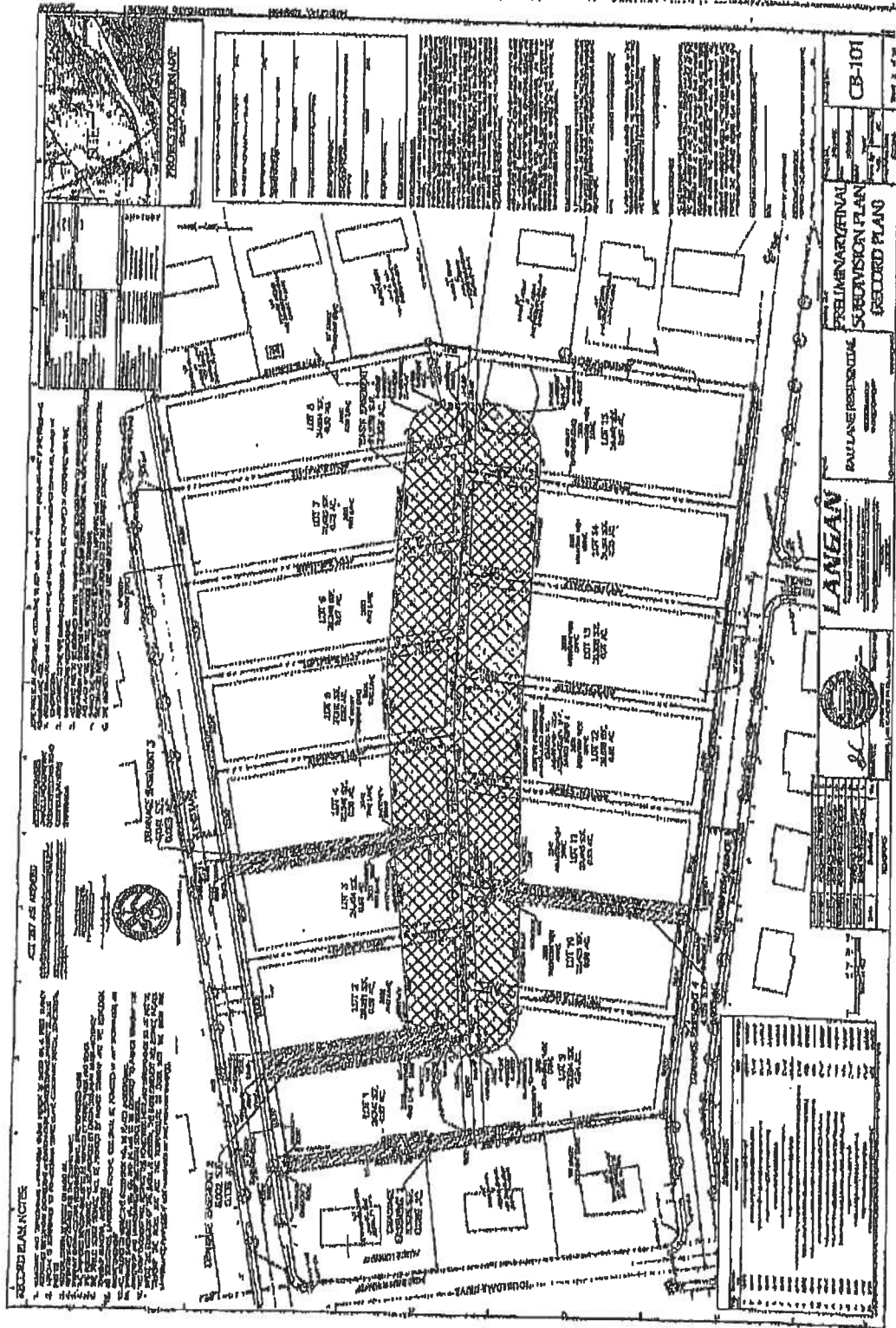
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Cynthia S Bartera
Notary Public

Notarial Seal
Cynthia S. Bartera, Notary Public
Bethlehem, Northampton County
My Commission Expires Aug. 15, 2002

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Exhibit B



RECORDED PLANNING ACT

ACT 207 AS AMENDED
 THE STATE OF CONNECTICUT, COUNTY OF HARTFORD, CITY OF HARTFORD, PLANNING COMMISSION, HAS REVIEWED AND APPROVED THE SUBDIVISION PLAN FOR THE PROJECT DESCRIBED ABOVE, AND HAS RECORDED THE SAME IN ACCORDANCE WITH THE PROVISIONS OF ACT 207 AS AMENDED, AND THE SUBDIVISION PLAN IS HEREBY RECORDED IN ACCORDANCE WITH THE PROVISIONS OF ACT 207 AS AMENDED.

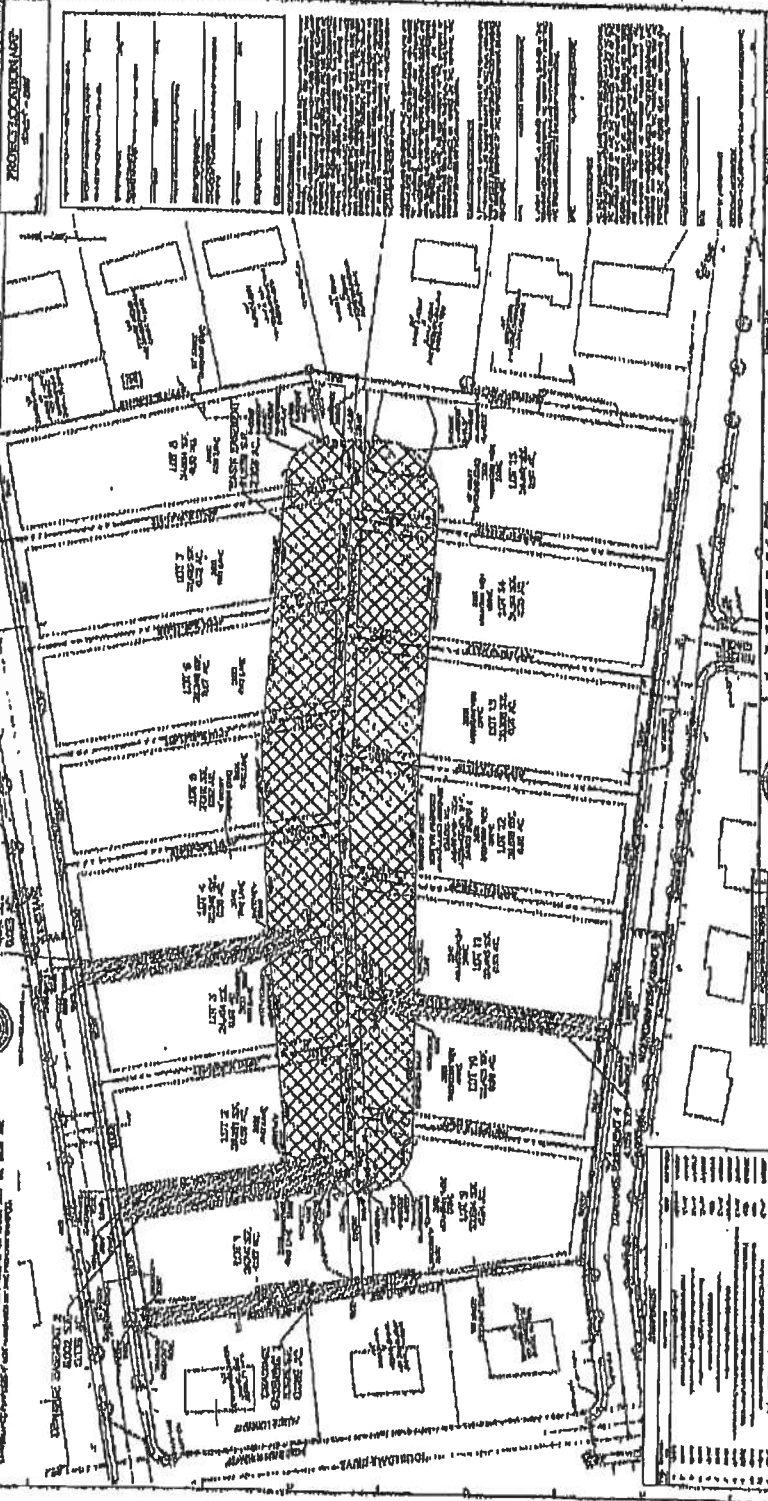


PLANNING COMMISSION'S
 OFFICE OF THE CITY OF HARTFORD

THE CITY OF HARTFORD, CONNECTICUT, HAS REVIEWED AND APPROVED THE SUBDIVISION PLAN FOR THE PROJECT DESCRIBED ABOVE, AND HAS RECORDED THE SAME IN ACCORDANCE WITH THE PROVISIONS OF ACT 207 AS AMENDED, AND THE SUBDIVISION PLAN IS HEREBY RECORDED IN ACCORDANCE WITH THE PROVISIONS OF ACT 207 AS AMENDED.

THE CITY OF HARTFORD, CONNECTICUT, HAS REVIEWED AND APPROVED THE SUBDIVISION PLAN FOR THE PROJECT DESCRIBED ABOVE, AND HAS RECORDED THE SAME IN ACCORDANCE WITH THE PROVISIONS OF ACT 207 AS AMENDED, AND THE SUBDIVISION PLAN IS HEREBY RECORDED IN ACCORDANCE WITH THE PROVISIONS OF ACT 207 AS AMENDED.

THE CITY OF HARTFORD, CONNECTICUT, HAS REVIEWED AND APPROVED THE SUBDIVISION PLAN FOR THE PROJECT DESCRIBED ABOVE, AND HAS RECORDED THE SAME IN ACCORDANCE WITH THE PROVISIONS OF ACT 207 AS AMENDED, AND THE SUBDIVISION PLAN IS HEREBY RECORDED IN ACCORDANCE WITH THE PROVISIONS OF ACT 207 AS AMENDED.



LANGAN

PAUL LANGAN ENGINEERING & ARCHITECTURE, INC.

PRELIMINARY SUBDIVISION PLAN
 RECORDED PLAN

CB-101

DATE: 11-15-11

SCALE: AS SHOWN

PROJECT: [Illegible]

OWNER: [Illegible]

DESIGNER: [Illegible]

RECORDING OFFICE: [Illegible]

RECORDING DATE: [Illegible]

RECORDING NUMBER: [Illegible]

RECORDING FEE: [Illegible]

RECORDING COST: [Illegible]

RECORDING TOTAL: [Illegible]

RECORDING STATUS: [Illegible]

RECORDING NOTES: [Illegible]