

Milford Township

From: Jessica Rella [jessica@magnottalaw.com]
Sent: Tuesday, June 07, 2022 11:19 AM
To: JOHN KLEMEYER ESQ.
Cc: Milford Township
Subject: Milford Township - Municipal Agreement

Dear John:

Pursuant to your request I have reviewed the agreement between the Westfall Municipal Authority (WMA), the Municipal Authority of the Borough of Milford (MWA), The Borough of Matamoras, the Township of Westfall, the Township of Milford (MILTWP) and Borough of Milford respectively. In general, it would appear that the agreement is allowing for participation among the four (4) municipalities, Matamoras, Township of Westfall, MILTWP and Milford, on equal participation basis. My immediate question is why would MILTWP be responsible for twenty-five (25%) percent of cost and cost upgrades when theoretically there is no mandatory connection ordinance for the township and therefore no flow from the township unless authorized by the WMA or MWA.

The Milford Township Supervisors have repeatedly made clear their intention that service would be voluntary and would be paid for by the users or extended users of the system. The premise of your agreement is that flow, upgrades, improvement and participation cost are on an equal basis between the municipalities, when in fact, such is not the case. Also, it would appear that payment for capital additions, including emergency capital additions and actual construction cost, are also to be shared based on a proportionate share. Since WMA and MWA are Municipal Authorities, they are required pursuant to Law to pass on cost, not to taxpayers but to rate payers along the system. Their rates are to be fair and reasonable and uniform in nature. A proportionate responsibility on behalf of Milford Township for capital additions, when little or no flow is coming from rate payers in Milford Township, would be a devastating responsibility for the Township Supervisors to undertake. Clearly, these costs should be spread among the rate payers on the system and not taxpayers of the individual municipalities. These general comments are being provided to you so that the stakeholders can clarify what Milford Township's participation will be. In addition, I have this following specific comments:

1. The definition of participant refers to the Municipal Authorities or their successor in interest and agents representatives in members of the governing body. Does the definition of participant include the Municipality?
2. Private party refers to any entity other than the Municipal Authorities and therefore would include the Municipalities. Based upon that interpretation, it would appear that Milford Township could conceivably be responsible for capital additions to MWA's plant, capital additions to MWA's collection system and emergency capital additions to either authority collection system or treatment services. Once again, it is my understanding of the Municipal Authorities Act that the project should be paid for by the rate payers on the fair and uniform basis and not by taxpayers of the individual municipality who may or may not be served by the system.

I have forwarded the document to the Milford Township Board of Supervisors for their comments and I am currently awaiting the same. Please accept this correspondence at my initial review which will be supplemented later.

In the interim, I still have not received a reply to my initial question as to whether the document originally forwarded by HRG Engineering to DEP has been reviewed by DEP or whether HRG has received any comments. It is my understanding that HRG has been conducting sewer meetings with

representatives of the stakeholders and I believe it is critical at this juncture before any agreements are executed that we understand where we are in the process. Thank you for your cooperation and assistance.

Sincerely,

Anthony J. Magnotta, Esquire

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