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February 1, 2008

The Honorable David W. Heckler
President Judge, Bucks County Court of Common Pleas
Bucks County Courthouse
55 East Court Street
Doylestown, PA 18901
Via Hand Delivery

Re: Bucks County Water & Sewer Authority v. Plumstead Twp., No. 2005-5361

Dear President Judge Heckler:

I am writing in response to the letter being delivered to Chambers this morning by Plumstead Township's counsel, Jonathon Reiss, Esquire. Mr. Reiss is correct that my clients oppose entry of the proposed Order, which – in both character and substance – goes far beyond what was contemplated and agreed upon in open Court.

First, the proposed Order is different in character than what was agreed upon before the Court. What the parties agreed to was that the Stipulation would be revised with the new language to paragraph 15 added, and with the list of EDU allocations and the revised plan attached. It was understood that the parties would then submit a simple one-paragraph order (comparable to the proposed Order originally before the Court), incorporating by reference both the revised Stipulation and the agreements placed on the record before the Court at the hearing on January 24, 2008. Indeed, the Court and parties were diligent in getting the terms sorted out and everyone's approval on the record. The whole purpose of this exercise was to avoid a later re-negotiation and dispute. Nonetheless, that is exactly where the other parties' proposed Order places us.¹

Second, the proposed Order requested by the Township, the developers, and the Sewer Authority is contrary to the substantive terms agreed upon in open Court. Most notably, paragraph 5 (related to waiver of rights), is not limited to those regulatory proceedings that are necessary to effectuate the Stipulation. As written, it could be interpreted to prevent any challenges to any supplements, revisions, or permit applications, whether or not necessary to carry out the terms of the Stipulation. This is directly contrary to what was agreed upon by the

¹ I respectfully submit with this letter an alternate Proposed Order which is consistent with the agreement reached in open Court on January 24th. I note, however, that it would need the revised Stipulation with the new language to paragraph 15 added, and with the list of EDU allocations and the revised plan attached.

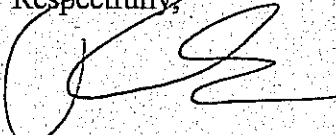
proposed interveners. Paragraph 5 also fails to note that the withdrawal was agreed to in consideration of the agreements stated on the record.

The collective effort by the Township, developers, and Sewer Authority to limit the rights of the proposed interveners is exactly the type of ploy that we sought to avoid by hashing out the exact terms of the agreement on the record. This joint effort is particularly troublesome when viewed in the light of their challenge to my clients' right to object to the terms of the proposed Order. Indeed, if, as the Township asserts, the proposed interveners do not have "standing to object" to the scope of any waiver of rights, then there is no agreement to waive such rights.

The Township, developers and Sewer Authority, acting in concert, would like to ignore the fact that there was an agreement reached on the record and that all those who participated in the January 24th proceedings were parties to that agreement. The terms of that agreement – and the rights of the participants – cannot be modified without the consent of all parties.

The proposed interveners whom I represent do not agree to the terms of the proposed Order submitted by the Township, developers, and Sewer Authority. As such, we respectfully request that the Court not sign that Order. Instead, the Township should proceed as was agreed upon in Court. The Township should revise the Stipulation to add the new language to paragraph 15, the EDU allocation table, and the revised map. With those attachments, the Proposed Order being submitted with this letter could then be signed.

Thank you for your consideration of this matter.

Respectfully,

Jordan B. Yeager

cc: All counsel and *pro se* parties

**BUCKS COUNTY WATER AND SEWER
AUTHORITY**

Plaintiff

v.

PLUMSTEAD TOWNSHIP

Defendant

**COURT OF COMMON PLEAS
OF BUCKS COUNTY**

**DECLARATORY JUDGMENT, IN
EQUITY**

NO. 2005-5361

ORDER

AND NOW, after hearing and pursuant to the agreement stated on the record in open court, the Court hereby approves the Stipulation and Agreement entered into between Bucks County Water and Sewer Authority and Plumstead Township, a copy of which is attached hereto and incorporated herein.

All agreements stated on the record before the Court at the hearing on January 24, 2008, are incorporated herein by reference.

The Court shall retain jurisdiction over this matter for purposes of enforcing the provisions of the Stipulation and Agreement.

By the Court,

J. David W. Heckler