

Kozloff Stoudt Attorneys

January 14, 2019

email Address:
jlondon@kozloffstoudt.com

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Before the Pennsylvania PUC
Docket No. A-2018-3004933
In Re Application of Pennsylvania-American Water
Company, etc.

Docket No. A-2018-3006505
In re: Application of Exeter Township for Certificate
of Public Convenience to Offer, Furnish, Render, and
Supply Wastewater Service to the Public in Certain
Portions of Lower Alsace Township

Dear Secretary Chiavetta:

Attached for filing to Docket No. A-2018-3004933 and Docket No. A-2018-3006505 is the *Response of Intervenor, Borough of St. Lawrence to Application for Certificate of Public Convenience and Application for Approval of Transfer.*

Respectfully,

KOZLOFF STOUDT
Professional Corporation



Joan E. London

JEL:sah
Attachment

Kozloff Stoudt, Professional Corporation

2640 Westview Drive | Wyomissing, PA 19610 | Tel 610.670.2552 | Fax 610.670.2591 | Web kozloffstoudt.com

KOZLOFF STOUDT
Professional Corporation
By: **Joan E. London, Esquire**
Attorney I.D. #67934
2640 Westview Drive
Wyomissing, PA 19610
(610) 670-2552

**SOLICITORS FOR INTERVENOR,
BOROUGH OF ST. LAWRENCE**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water : Docket No.
Company Under Section 1102(a) of the Pennsylvania : A-2018-3004933
Public Utility Code, 66 Pa.C.S.A. § 1102(a) for approval :
of (1) the transfer, by sale, of substantially all of the :
Township of Exeter's assets, properties, and rights :
related to its wastewater collection and treatment :
system to Pennsylvania-American Water Company, :
and (2) the rights of Pennsylvania-American Water :
Company to begin to offer or furnish wastewater :
service to the public in portions of the Township of :
Exeter, and in portions of Alsace and Lower Alsace :
Townships, to one bulk service interconnection :
point with St. Lawrence Borough, Berks County, :
Pennsylvania :

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Exeter Township : Docket No.
For Certificate of Public Convenience to : A-2018-3006505
Offer, Furnish, Render, and Supply :
Wastewater Service to the Public in :
Certain Portions of Lower Alsace :
Township, Berks County, Pennsylvania :

**RESPONSE OF INTERVENOR, BOROUGH OF ST. LAWRENCE TO
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND
APPLICATION FOR APPROVAL OF TRANSFER**

Intervenor, Borough of St. Lawrence, Berks County, Pennsylvania, through its undersigned attorneys, Joan E. London, Esquire and Kozloff Stoudt, Professional Corporation, sets forth the following in response to the above-referenced filings of Exeter Township, Berks County and Pennsylvania-American Water Company to the above Commission dockets:

1. The Borough of St. Lawrence, Berks County, Pennsylvania ("Borough"), intervened in the Application of Exeter Township ("Township") for Certificate of Public Convenience (Docket No. A-2018-3006505), and in the Application of Pennsylvania-American Water Company (PAWC) for Approval of Transfer of Township Assets in its Wastewater Treatment Plant (Docket No. A-2018-3004933) due to a longstanding history of collaborative agreements and efforts between the two municipalities, and their former municipal authorities, in wastewater treatment.
2. The Borough has constructed its own wastewater collection system, which conveys sewage from properties in the Borough to the Township wastewater treatment plant, which is the subject of both possible new customers from Alsace Township and Lower Alsace Township, and which is the subject of the agreement between the Township and PAWC.
3. The Borough has made considerable expenditures towards the expansion and improvement of the facilities of the wastewater treatment plant, and pays debt service on said expansion and improvement.

4. The Borough has, in the interest of protection of the wastewater treatment plant from hydraulic overload and potential damage, made considerable repairs to its collection system, and pay debt service on such costs.

5. The Borough has intervened, in part, to protect its interests in the wastewater treatment plant and continued usage thereof on fair and reasonable terms to its residents.

6. Since 1967, the Borough, its former municipal authority, and the Township and its former municipal authority, have entered into agreements as follows:

a) The original agreement (between the municipalities and the authorities), is dated February 1, 1967. Pursuant to this agreement, the Township built the plant, and the Borough constructed its collection system. There was a formula in the agreement by which the Borough would pay a proportionate share of construction costs and a capital contribution. A true and correct copy of the 1967 Agreement is attached hereto, incorporated herein, and marked as Exhibit "A."

b) On April 1, 1978, the Township, the Borough, and the Borough Authority entered into the "First Supplemental Agreement." This agreement appears to have been necessitated by DER action requiring the Township to update treatment, and the 1978 agreement required a new, proportionate capital contribution by the Borough. A true and correct copy of the 1978 Agreement is attached hereto, incorporated herein, and marked as Exhibit "B."

c) The "Second Supplemental Agreement" was executed on August 15, 1982. This agreement reallocated (increased for the Borough) the average daily flow and pollutant loading in the system. Under this Agreement, the Borough made a capital contribution of \$16,982 and an annual payment of \$9,590. A true and correct copy of the 1982 Agreement is attached hereto, incorporated herein, and marked as Exhibit "C."

d) On January 20, 1992, there was a Third Supplemental Agreement executed, due to re-rating of the wastewater treatment plant. The capital contribution for the Borough increased to \$11,032, with the annual payment remaining at \$9,590. A true and correct copy of the 1992 Agreement is attached hereto, incorporated herein, and marked as Exhibit "D."

e) On May 8, 2003, the Township and the Borough, and their respective municipal authorities (both of which have since disbanded) entered into an Agreement in consideration of the expansion of the sewer treatment plant of the Township Sewer System to 7.1 million gallons per day, to provide for: (1) an equitable sharing by the parties of the capital costs of jointly used portions of the Township Sewer System, including jointly used facilities; (2) annual payments to be made by the Borough to the Township for transportation, treatment, and disposal of sewage; and, (3) the terms and conditions under which sewage may be discharged from Borough Sewer System to the Township Sewer System; and other related matters. Paragraph 4.02 acknowledged a capital contribution of \$641,250 to Exeter Authority, "to be applied by the Township

Authority for and toward a portion of the costs and expenses of the plant expansion to 7.1 MGD attributable to the Borough Authority and the Borough.” The capital contribution was “to be deemed by the parties hereto as an initial payment on account of St. Lawrence Authority’s and the Borough’s proportionate share, as hereinafter provided, of the costs and expenses of the project attributable to St. Lawrence Authority and the Borough.” The 2003 Agreement acknowledges debt and debts service payments by the Borough and incurring such expenses from 1993, up to November 20, 2022. There was an apportionment of charges for the plant alteration attributed to the Borough as 6.51%. A true and correct copy of the 2003 Agreement is attached hereto, incorporated herein, and marked as Exhibit “E.”

7. Any determination by the Commission must take into account the considerable investment of the Borough in its collection system, and in the wastewater treatment plant, and must ensure that rates charged to Borough residents take into account these investments and capital contributions.

Respectfully submitted,

KOZLOFF STOUDT
Professional Corporation



Joan E. London, Esquire
PA Supreme Court ID #67934)
2640 Westview Drive
Wyomissing, PA 19610
(610) 670-2552
jlondon@kozloffstoudt.com

Dated: January 14, 2019

Exhibit A

AGREEMENT

THIS AGREEMENT, dated as of February 1, 1967, between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY and the TOWNSHIP OF EXETER, Berks County, Pennsylvania, parties of the first part, on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY and the BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania, parties of the second part, on the other hand.

WITNESSETH:

WHEREAS, The Township and Exeter Authority have determined that it is necessary, in order to benefit and preserve the public health and general welfare of citizens of the Township, that Exeter Authority construct the Exeter Sewer System, in and adjacent to the Township, for the purpose of collection, transportation, treatment and disposal of sewage and wastes; and

WHEREAS, The Borough, which is substantially surrounded by the Township, has determined that it is necessary, in order to benefit and preserve the public health and general welfare of citizens of the Borough, to provide appropriate facilities for the collection, transportation, treatment and disposal of sewage and wastes emanating from the Borough; and

WHEREAS, The Borough and St. Lawrence Authority have determined that the most efficient and practical method of providing sewage collection and treatment facilities for the Borough is for St. Lawrence Authority to construct the St. Lawrence Sewer System and to connect the St. Lawrence Sewer System to the Exeter Sewer System, so that sewage and wastes collected in the St. Lawrence Sower System can be discharged into the Exeter Sewer System for transportation, treatment and ultimate disposal; and

WHEREAS, The parties hereto recognize that certain sewage transmission facilities and sewage treatment and disposal facilities which will be adequate to meet the reasonable anticipated requirements of citizens of the Township and of the Borough can be constructed, operated and maintained in the most efficient and economical manner as a single undertaking.

NOW, THEREFORE, Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand, for and in consideration of covenants and agreements herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree, as follows:

1. The following terms and phrases, for the purposes of this Agreement, shall have the following meanings, unless the context clearly otherwise requires:

"B. O. D." (Biochemical Oxygen Demand) shall mean the quantity of oxygen expressed in parts per million by weight, utilized in the biochemical oxidation of organic matter under standard laboratory procedure for 5 days at 20° Centigrade. The standard laboratory procedure shall be that found in the latest edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association.

"Borough" shall mean the Borough of St. Lawrence, Berks County, Pennsylvania, a Pennsylvania municipal corporation.

"Commercial Establishment" shall mean any room, group of rooms, building or other enclosure used for the sale or distribution of any product, commodity, article or service and specifically shall include churches, chapels, clubrooms, fire houses, professional offices, banks, schools or other room, group of rooms, building or enclosure not constituting a Residence or Industrial Establishment.

"Cost of Construction" shall mean the actual cost or the estimated cost, as applicable, of the portion or section of the Exeter Sewer System under consideration, calculated in the following manner:

A. The amount actually paid or estimated to be paid, as applicable, under the contract or contracts for construction of the portion or section of the Exeter Sewer System under consideration shall be determined.

B. The amount actually paid or estimated to be paid, as applicable, under all contracts for construction of the Exeter Sewer System shall be determined.

C. The amount determined in subparagraph A above shall be divided by the amount determined in subparagraph B above to determine the ratio which the actual or estimated construction

cost, as applicable, of the portion or section of the Exeter Sewer System under consideration bears to the actual or estimated construction cost, as applicable, of the entire Exeter Sewer System.

D. All actual or estimated engineering and legal costs and expenses, as applicable, attributable under sound accounting and engineering practice to construction, but not financing, of the Exeter Sewer System shall be determined.

E. The percentage determined in subparagraph C above shall be applied to the total costs and expenses determined in subparagraph D above to determine the actual or estimated engineering and legal costs and expenses, as applicable, attributable to the portion or section of the Exeter Sewer System under consideration.

F. All actual or estimated costs and expenses, as applicable, of acquiring land, rights of way, privileges, rights, licenses, easements and other interests in real property, including, without intending to limit the generality of the foregoing, legal, engineering, surveying and related costs and expenses, directly attributable to the portion or section of the Exeter Sewer System under consideration shall be determined.

G. The sums determined in subparagraphs A, E and F above shall be added and the total of such sums shall represent the actual "Cost of Construction" or the estimated "Cost of Construction", as applicable, of the portion or section of the Exeter Sewer System under consideration.

"Equivalent Dwelling Unit" shall mean each Residence connected to the Exeter Sewer System or the St. Lawrence Sewer System, as appropriate, as determined by house count or from official records of Exeter Authority and/or the Township, as appropriate, and/or St. Lawrence Authority and/or the Borough, as appropriate. Equivalent Dwelling Unit also shall mean, with respect to each Commercial Establishment and each Industrial Establishment, the quotient obtained by dividing the total quarterly volume, expressed in gallons, of sewage and wastes discharged by the Commercial Establishment or Industrial Establishment under consideration into the Exeter Sewer System or the St. Lawrence Sewer System, as appropriate, by 12,000 gallons; Provided, however, that if the volume of sewage and wastes discharged by the Commercial Establishment or Industrial Establishment under consideration cannot be ascertained, the quotient shall be determined by dividing the total quarterly water consumption, exclusive of any water not entering into the St. Lawrence Sewer System, or the Exeter Sewer System, as applicable, by 12,000 gallons. Notwithstanding the foregoing, each Commercial Establishment and Industrial Establishment shall be deemed, as a minimum, to constitute one Equivalent Dwelling Unit.

G. The sums determined in subparagraphs A, E and F above shall be added and the total of such sums shall represent the actual "Cost of Construction" or the estimated "Cost of Construction", as applicable, of the portion or section of the Exeter Sewer System under consideration.

"Equivalent Dwelling Unit" shall mean each Residence connected to the Exeter Sewer System or the St. Lawrence Sewer System, as appropriate, as determined by house count or from official records of Exeter Authority and/or the Township, as appropriate, and/or St. Lawrence Authority and/or the Borough, as appropriate. Equivalent Dwelling Unit also shall mean, with respect to each Commercial Establishment and each Industrial Establishment, the quotient obtained by dividing the total quarterly volume, expressed in gallons, of sewage and wastes discharged by the Commercial Establishment or Industrial Establishment under consideration into the Exeter Sewer System or the St. Lawrence Sewer System, as appropriate, by 12,000 gallons; Provided, however, that if the volume of sewage and wastes discharged by the Commercial Establishment or Industrial Establishment under consideration cannot be ascertained, the quotient shall be determined by dividing the total quarterly water consumption, exclusive of any water not entering into the St. Lawrence Sewer System, or the Exeter Sewer System, as applicable, by 12,000 gallons. Notwithstanding the foregoing, each Commercial Establishment and Industrial Establishment shall be deemed, as a minimum, to constitute one Equivalent Dwelling Unit.

"Exeter Authority" shall mean Exeter Township, Berks County, Authority, a Pennsylvania municipality authority.

"Exeter Sewer System" shall mean the sewage collection system and sewage treatment facilities, including all related and necessary facilities, to be constructed and owned by Exeter Authority, in and adjacent to the Township, in accordance with plans and specifications prepared by the firm of Gannett Fleming Corddry and Carpenter, Inc., Consulting Engineers, Harrisburg, Pennsylvania, including all future additions and improvements thereto.

"Fiscal Year" shall mean the period of twelve months beginning April 1 of each year.

"Industrial Establishment" shall mean any room, group of rooms, building or other enclosure used for the manufacturing, processing, cleaning, laundering or assembling of any commodity or article.

"Interceptor" shall mean the interceptor sewer constituting part of the Exeter Sewer System, extending from a point in the Borough to the Sewage Treatment Plant, as shown on the plan attached hereto, made a part hereof and marked as Exhibit "A".

"Residence" shall mean any room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as separate living quarters by a family or other group of persons living together or by persons living alone.

"Sewage Treatment Plant" shall mean the sewage treatment facilities constituting part of the Exeter Sewer System.

"St. Lawrence Authority" shall mean St. Lawrence Borough Authority, a Pennsylvania municipality authority.

"St. Lawrence Sewer System" shall mean the sewage collection system, including all related and necessary facilities, to be constructed and owned by St. Lawrence Authority in the Borough, in accordance with plans and specifications prepared by the firm of Spotts Engineering Associates, Inc., Consulting Engineers, Reading, Pennsylvania, including all future additions and improvements thereto.

"Township" shall mean the Township of Exeter, Berks County, Pennsylvania, a Pennsylvania municipality.

2. Exeter Authority covenants to construct the Exeter Sewer System in accordance with plans and specifications prepared by the firm of Gannett Fleming Corddry and Carpenter, Inc., Consulting Engineers, Harrisburg, Pennsylvania, or in accordance with such changes or modifications, which do not make substantial changes in such plans and specifications, or which are in accordance with the changes and modifications contemplated by Paragraph 11 hereof, and in accordance with Sewerage Permit 664S15, dated July 7, 1964, obtained from the Sanitary Water Board of the Pennsylvania Department of Health.

Exeter Authority covenants to use its best efforts to complete construction of the Sewage Treatment Plant and the Interceptor within 450 days after notice to proceed is given to the contractors awarded contracts to construct the same.

3. The parties hereto agree that the Exeter Sewer System, including, inter alia, all future additions and improvements thereto, initially will be leased by Exeter Authority to the Township, under an agreement of lease, under which agreement of lease the Township will, inter alia, operate, maintain and repair the Exeter Sewer System, as defined herein and to be more specifically defined in such agreement of lease.

4. St. Lawrence Authority covenants to construct the St. Lawrence Sewer System in accordance with plans and specifications prepared by the firm of Spotts Engineering Associates, Inc., Consulting Engineers, Reading, Pennsylvania, and to be approved by Exeter Authority's consulting engineers, or in accordance with such changes or modifications which do not make substantial changes in such plans and specifications or which are approved in writing by Exeter Authority's consulting engineers, and in accordance with Sewerage Permit 665S20, dated June 3, 1965, obtained from the Sanitary Water Board of the Pennsylvania Department of Health.

St. Lawrence Authority covenants to use its best efforts to complete construction of the St. Lawrence Sewer System by October 1, 1968.

5. The parties hereto agree that the St. Lawrence Sewer System, including, inter alia, all future additions and improvements thereto, initially will be leased by St. Lawrence Authority to the Borough, under an agreement of lease, under which agreement of lease the Borough will, inter alia, operate, maintain and repair the St. Lawrence Sewer System, as defined herein and to be more specifically defined in such agreement of lease.

6. Exeter Authority covenants that upon receipt of a certificate of its consulting engineers stating that the Exeter Sewer System is sufficiently

complete to receive, transport, treat and dispose of sewage and wastes from the St. Lawrence Sewer System, it promptly will give notice to St. Lawrence Authority and the Borough of such fact and Exeter Authority or the Township, as appropriate, will receive, transport, treat and dispose of sewage and wastes from the St. Lawrence Sewer System perpetually, subject to the terms and conditions hereof. Exeter Authority grants to St. Lawrence Authority and the Borough, as appropriate, the perpetual right to connect the St. Lawrence Sewer System to the Exeter Sewer System at the points shown on the plan attached hereto, made a part hereof and marked as Exhibit "A" or at such other point or points as shall be agreed upon by the parties hereto, from time to time.

7. St. Lawrence Authority covenants that upon receipt of notice from Exeter Authority stating that the Exeter Sewer System is sufficiently complete to receive, transport, treat and dispose of sewage and wastes from the St. Lawrence Sewer System, it will cause the St. Lawrence Sewer System to be completed, if not theretofore completed, and will afford the consulting engineers for Exeter Authority reasonable opportunity to inspect the St. Lawrence Sewer System, at the sole expense of Exeter Authority. Upon receipt of notice from Exeter Authority to connect the St. Lawrence Sewer System to the Exeter Sewer System, which notice to connect shall be given after St. Lawrence Authority's consulting engineers shall have certified completion of the St. Lawrence Sewer System, St. Lawrence Authority covenants to cause the St. Lawrence Sewer System to be connected to the Exeter Sewer System, as set forth in Paragraph 6 hereof, such connections to be made within 30 days of receipt of such notice from Exeter Authority, at the sole cost and expense of St. Lawrence Authority. Such connections shall be maintained at the sole cost and expense of St. Lawrence Authority or the Borough, as appropriate.

St. Lawrence Authority or the Borough, as appropriate, shall secure any required permit or approval from the Sanitary Water Board of the Pennsylvania Department of Health and any other governmental regulatory body having jurisdiction to connect the St. Lawrence Sewer System to the Exeter Sewer System and to deliver sewage and wastes into the Exeter Sewer System for ultimate treatment and disposal.

8. St. Lawrence Authority and the Borough covenant that all sewage and wastes collected by the St. Lawrence Sewer System and discharged into the Exeter Sewer System will be subject to the terms and conditions of this Agreement. In the event that St. Lawrence Authority and the Borough shall determine that use of the Exeter Sewer System by St. Lawrence Authority and the Borough, as appropriate, no longer is economical or desirable, St. Lawrence Authority and the Borough, as appropriate, upon 60 days notice to Exeter Authority and the Township may divert, in whole or in part, sewage and wastes from the St. Lawrence Sewer System, to other sewage treatment and disposal facilities. In the event of such diversion, St. Lawrence Authority and the Borough agree that there shall be no recourse against either Exeter Authority or the Township on account of any payment made or to be made hereunder.

St. Lawrence Authority and the Borough agree to prohibit the discharge of any sewage or wastes into the St. Lawrence Sewer System by any municipality or municipality authority which has not been granted prior written approval by Exeter Authority and the Township, which approval will not unreasonably be withheld.

9. St. Lawrence Authority and the Borough, as appropriate, covenant that no roof drainage water, storm water, excessive ground water

infiltration, surface drainage or building foundation drainage shall be discharged from the St. Lawrence Sewer System into the Exeter Sewer System, either directly or indirectly, and that no sewage or waste shall be discharged from the St. Lawrence Sewer System into the Exeter Sewer System:

- (a) having a temperature higher than 140° F;
- (b) containing more than 120 parts per million by weight of tar, oil and/or grease;
- (c) containing any gasoline, benzine, naphtha, fuel oil or other inflammable or explosive liquids, solids or gases;
- (d) containing any solid wastes resulting from preparation, cooking and dispensing of food and from handling, storage and sale of produce, which wastes commonly are known as garbage, which have not been ground by household type garbage disposal units or other suitable garbage grinders;
- (e) containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, cotton, wool, plastics or other fibers, wood, paunch manure, or any other solid or viscous substances capable of causing obstructions or other interferences with proper operation of the Exeter Sewer System;
- (f) having a pH lower than 6.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazards to structures, equipment, facilities or personnel of the Exeter Sewer System;
- (g) containing toxic or poisonous substances in sufficient quantity to injure or interfere with any sewage or sludge treatment process, to constitute hazards to humans or animals, to create any hazard in operation of the Exeter Sewer System or to create any hazard in waters which receive treated effluent from the Exeter Sewer System. Toxic wastes shall include, but not by way of limitation, wastes containing cyanide, chromium, copper and nickel ions;
- (h) containing noxious or malodorous gases or substances capable of creating a public nuisance;

- (i) containing solids of such character and quantity that special and unusual attention is required for their handling; or
- (j) containing substances or other matters having characteristics which violate provisions of the ordinance or resolution in effect at the time, governing the discharge of sewage and wastes into the Exeter Sewer System; Provided, however, that restrictions on sewage and wastes from the St. Lawrence Sewer System never shall be more stringent than those governing the discharge of sewage and wastes into the Exeter Sewer System.

10. The parties agree that the Sewage Treatment Plant has been designed for flows and pollution load population equivalents allocated as follows:

FLOWS

	<u>Million Gallons Per Day</u>		<u>Total</u>
	<u>St. Lawrence</u>	<u>Exeter</u>	
Average Daily Flow	0.15	1.15	1.30

POLLUTION LOAD POPULATION EQUIVALENTS - PERSONS

	<u>St. Lawrence</u>	<u>Exeter</u>	<u>Total</u>
B. O. D. (based upon 0.167 pounds per capita per day)	1,500	11,500	13,000
Suspended Solids (based upon 0.20 pounds per capita per day)	1,500	11,500	13,000

The parties further agree that in consideration of the construction by Exeter Authority of the Sewage Treatment Plant, St. Lawrence Authority will make a capital contribution to Exeter Authority, which capital contribution will be calculated in the following manner:

A. The consulting engineers for Exeter Authority, subject to review and approval by the consulting engineers for St. Lawrence Authority, shall determine the estimated Cost of Construction of the Sewage Treatment Plant.

B. The ratio which the design flow capacity of the Sewage Treatment Plant reserved for St. Lawrence Authority and the Borough, i. e. O. 15 MGD, bears to the total design flow capacity of the Sewage Treatment Plant, i. e. 1. 30 MGD, shall be determined and shall be applied to the estimated Cost of Construction of the Sewage Treatment Plant. The result shall equal the capital contribution to be made by St. Lawrence Authority applicable to the Sewage Treatment Plant; Provided, however, that such capital contribution shall be subject to adjustment, as appropriate, as hereinafter provided.

In the event the United States of America, acting through any agency or department, shall make a grant to Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Exeter Sewer System, Exeter Authority's consulting engineers, subject to review and approval by St. Lawrence Authority's consulting engineers, shall determine the portion of the grant attributable to the Sewage Treatment Plant. The portion of such grant attributable to the Sewage Treatment Plant shall be multiplied by the ratio which the design flow capacity of the Sewage Treatment

Plant reserved for St. Lawrence Authority and the Borough bears to the total design flow capacity of the Sewage Treatment Plant and the result shall be deducted from the capital contribution to be made by St. Lawrence Authority, as calculated in the manner hereinbefore set forth in this Paragraph 10, it being the intent of the parties that St. Lawrence Authority shall receive a credit for its proportional share of any grant received by Exeter Authority attributable to the Sewage Treatment Plant.

11. The parties agree that in consideration for the construction by Exeter Authority of the Interceptor, St. Lawrence Authority will make a capital contribution to Exeter Authority, which capital contribution shall be calculated in the manner hereinafter set forth. The parties agree that the Interceptor has been initially designed with varying design flow capacities allocated for St. Lawrence Authority and the Borough and with varying design flow capacities initially allocated for Exeter Authority and the Township, which varying design flow capacities are set forth in Exhibit "B", attached hereto and made a part hereof. The parties further agree that Exeter Authority and the Township, as appropriate, shall have the right to increase the total design flow capacity of any portion or portions of the Interceptor during construction, in which event Exhibit "B" shall be revised to reflect such increased total design flow capacity; Provided, however, that the varying design flow capacities allocated for St. Lawrence Authority and the Borough as set forth in Exhibit "B" shall not be altered without consent of St. Lawrence Authority and the Borough. The capital contribution to be made by St. Lawrence Authority applicable to the Interceptor shall be calculated in the following manner:

A. The capital cost of each section of the Interceptor shown on Exhibit "B", attributable to St. Lawrence Authority and the Borough, shall be calculated separately in the following manner:

(1) The consulting engineers for Exeter Authority, subject to review and approval by the consulting engineers for St. Lawrence Authority, shall determine the estimated Cost of Construction of the section of the Interceptor under consideration.

(2) The ratio which the design flow capacity of the section of the Interceptor under consideration reserved for St. Lawrence Authority and the Borough bears to the total design flow capacity of such section of the Interceptor shall be determined and shall be applied to the estimated Cost of Construction of the section of the Interceptor under consideration determined under (1) above. The result shall equal the capital cost of the section of the Interceptor under consideration attributable to St. Lawrence Authority and the Borough; Provided, however, that such amount shall be subject to adjustment, as appropriate, as hereinafter provided.

B. The capital costs of all sections of the Interceptor attributable to St. Lawrence Authority and the Borough, determined separately under subparagraph A above, shall be added and the total shall equal the capital contribution to be made by St. Lawrence Authority applicable to the Interceptor.

In the event the United States of America, acting through any agency or department, shall make a grant to Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Exeter Sewer System, Exeter Authority's consulting engineers, subject to review and approval by St. Lawrence Authority's consulting engineers, shall determine the portion, if any, of such grant attributable to each section of the Interceptor. The portion, if any, of such grant attributable to the section of the Interceptor under consideration shall be multiplied by the ratio which the design flow capacity of such section of the Interceptor reserved for St. Lawrence Authority and the Borough bears to the total design flow capacity of such section of the Interceptor and the result shall be deducted from the capital cost of the section of the Interceptor under consideration attributable to St. Lawrence Authority and the Borough, as calculated under subparagraph A of this Paragraph 11, it being the intent of the parties that St. Lawrence Authority shall receive a credit for its proportional share of any grant received by Exeter Authority attributable to the section of the Interceptor under consideration.

12. The capital contributions to be made by St. Lawrence Authority to Exeter Authority under Paragraph 10 and Paragraph 11, respectively, shall be payable in full on or before October 1, 1967, subject to final adjustment as hereinafter provided. Exeter Authority and the Township, at their sole option, may extend the date upon which St. Lawrence Authority shall be required to pay such capital contributions.

13. The parties agree that the capital contributions to be made by St. Lawrence Authority attributable to the Sewage Treatment Plant and the Interceptor, respectively, shall be subject to final adjustment within 30 days after receipt by the parties of a certificate of Exeter Authority's consulting engineers certifying that the Exeter Sewer System is complete, all Costs of Construction can be ascertained and, if applicable, that final settlement has been made by Exeter Authority with respect to any grant received by Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Exeter Sewer System. Such adjustment shall be made by recomputing, in accordance with the principles set forth in Paragraph 10 hereof, the amount of the capital contribution attributable to the Sewage Treatment Plant and by recomputing, in accordance with the principles set forth in Paragraph 11 hereof and based upon ratios of design flow capacities as finally constructed, the amount of the capital contribution attributable to the Interceptor, in each instance using actual Costs of Construction, as certified by Exeter Authority's consulting engineers. St. Lawrence Authority with 30 days after final adjustment shall make the appropriate payment of the balance of the capital contributions due to Exeter Authority or, if appropriate, Exeter Authority within 30 days after final adjustment shall make the appropriate refund of any overpayment of the capital contributions made by St. Lawrence Authority.

14. In the event St. Lawrence Authority is unable, for any reason, to make the capital contributions attributable to the Sewage Treatment Plant and the Interceptor to Exeter Authority within the time contemplated by Paragraph 12 hereof, the Borough, in consideration of the reservation of capacity in the Interceptor and the Sewage Treatment Plant as hereinbefore set forth, covenants and agrees to pay to Exeter Authority or the Township, as appropriate, an annual sum, payable at the times hereinafter provided, sufficient to amortize the total amount of such capital contributions and a pro rata portion of all applicable costs

and expenses of financing, calculated in accordance with principles hereinafter set forth.

The parties hereto recognize that if St. Lawrence Authority is unable to make the capital contributions attributable to the Sewage Treatment Plant and the Interceptor to Exeter Authority, such principal sums must be obtained by Exeter Authority from the proceeds of the bond issue initially financing the Exeter Sewer System or wholly or partially from the proceeds of an additional bond issue. The annual sum payable by the Borough to Exeter Authority or the Township, as appropriate, as contemplated by this Paragraph 14, shall be computed by determining the annual cost of amortizing the amount of such capital contributions attributable to the Sewage Treatment Plant and the Interceptor, together with a pro rata portion of all applicable costs and expenses of financing, at the net interest cost and over the stated life of the revenue bond portion of the bond issue or bond issues from which the principal sums equal to such capital contributions and a pro rata portion of all applicable costs and expenses of financing are obtained by Exeter Authority. To such annual cost of amortization shall be added applicable coverage required under the terms of the trust indenture securing such bond issue or bond issues. Such total annual sums shall be payable semiannually on the same dates upon which lease rental payments are payable to Exeter Authority by Township under the appropriate lease and/or supplemental lease relating to such bond issue or bond issues, commencing upon the same date when lease rentals applicable to the principal sum to be amortized shall commence. Such annual payments shall continue until the amount equal to the capital contributions, together with a pro rata portion of all applicable costs and expenses of financing, shall have been fully amortized, applying all coverage to the reduction of debt.

The parties hereto agree that in the event St. Lawrence Authority is unable, for any reason, to make such capital contributions to Exeter Authority

within the time contemplated by Paragraph 12 hereof, they immediately will enter into a supplemental agreement providing in detail for the annual payments contemplated by this Paragraph 14. Such supplemental agreement shall contain a schedule of annual payments to be made by the Borough to Exeter Authority or the Township, as appropriate, based upon a hypothetical bond issue or bond issues conforming as closely as practical with the applicable bond issue or bond issues of Exeter Authority and complying with the principles hereinbefore set forth.

15. Exeter Authority and the Township recognize that because of the payments on account of capital costs to be made by St. Lawrence Authority or the Borough, as appropriate, as hereinbefore provided, St. Lawrence Authority and the Borough, as appropriate, equitably and justly are entitled to individual treatment with respect to the annual charge which shall be paid to Exeter Authority or the Township, as appropriate, for use by St. Lawrence Authority or the Borough, as appropriate, of the Interceptor and the Sewage Treatment Plant.

The parties agree that the annual charge to St. Lawrence Authority or the Borough, as appropriate, for use of the Interceptor and the Sewage Treatment Plant, so long as sewage and wastes from the St. Lawrence Sewer System: (a) shall not exceed, in volume and/or pollution load population equivalents, the capacities allocated for St. Lawrence Authority and the Borough, as hereinbefore provided; and (b) shall not exceed on the average, a strength in terms of B. O. D. equal to 250 milligrams per liter and/or in terms of suspended solids equal to 300 milligrams per liter, shall be determined within 45 days after the close of each Fiscal Year, in accordance with the following:

A. Exeter Authority or the Township, as appropriate, shall determine the total costs and expenses of operation, maintenance and repair of the Interceptor and

the Sewage Treatment Plant during the Fiscal Year under consideration, which total costs and expenses shall not include any amount attributable to debt service requirements with respect to indebtedness, and which costs and expenses shall be determined in accordance with sound and generally accepted engineering and accounting practices.

B. The amount, if any, received by Exeter Authority / or the Township, as applicable, during the Fiscal Year under consideration, from any agency, department or body of the Commonwealth of Pennsylvania or the United States of America on account of costs of operating, repairing, maintaining and/or replacing the Interceptor or the Sewage Treatment Plant shall be deducted from the total costs and expenses determined in subparagraph A above to determine the net costs and expenses of operation, maintenance and repair of the Interceptor and the Sewage Treatment Plant during the Fiscal Year under consideration.

C. Exeter Authority or the Township, as appropriate, and St. Lawrence Authority or the Borough, as appropriate, jointly, shall determine the ratio which the total number of Equivalent Dwelling Units discharging sewage and wastes into the St. Lawrence Sewer System during the Fiscal Year under consideration bears

to the total number of all Equivalent Dwelling Units discharging sewage and wastes into the Exeter Sewer System, including sewage and wastes from the St. Lawrence Sewer System, during the Fiscal Year under consideration, which ratio so determined shall be applied to the net costs and expenses of operating, maintaining and repairing the Interceptor and the Sewage Treatment Plant during the Fiscal Year under consideration, as determined in subparagraph B above. / The result so obtained shall equal the annual charge to St. Lawrence Authority or the Borough, as appropriate, for use of the Interceptor and the Sewage Treatment Plant during the Fiscal Year under consideration.

St. Lawrence Authority or the Borough, as appropriate, shall make payments on account to Exeter Authority or the Township, as appropriate, on or before April 1, July 1, October 1 and January 1, respectively, of each Fiscal Year for use of the Interceptor and the Sewage Treatment Plant during such Fiscal Year. Each such payment shall represent 1/4 of the annual charge to St. Lawrence Authority or the Borough, as appropriate, for use of the Interceptor and the Sewage Treatment Plant during the preceding Fiscal Year. Payments on account during the first Fiscal Year in which St. Lawrence Authority or the Borough shall use the Interceptor and the Sewage Treatment Plant shall be based upon an estimated annual charge determined by Exeter Authority's consulting engineers in accordance with the principles hereinbefore set forth with respect to final determination of the actual annual charge, and submitted,

in writing, to St. Lawrence Authority and the Borough. Final payment by St. Lawrence Authority or the Borough, as appropriate, or an appropriate refund by Exeter Authority or the Township, as appropriate, shall be made within 10 days after final determination of the actual annual charge for the Fiscal Year under consideration shall have been made, which final payment or appropriate refund shall give effect to payments made on account by St. Lawrence Authority or the Borough, as appropriate, during the Fiscal Year under consideration.

16. Exeter Authority or the Township, as appropriate, shall keep appropriate records and accounts with respect to costs and expenses of operation, maintenance and repair of the Exeter Sewer System so that determinations which shall be necessary under Paragraph 15 can be made promptly, at the required times, with fairness and accuracy. Such records and accounts shall be open to inspection by St. Lawrence Authority and the Borough, upon reasonable notice, at reasonable times. Certified audits of appropriate records and accounts of Exeter Authority or the Township, as appropriate, with respect to the Exeter Sewer System shall be made available to St. Lawrence Authority and the Borough annually.

St. Lawrence Authority or the Borough, as appropriate, shall keep appropriate records and accounts with respect to the St. Lawrence Sewer System, which records and accounts shall be open to inspection by Exeter Authority and the Township, upon reasonable notice, at reasonable times.

17. In the event that the total discharge of sewage and wastes from either the St. Lawrence Sewer System or the Exeter Sewer System (excluding discharge made into the Exeter Sewer System from the St. Lawrence Sewer

System) shall exceed in volume and/or pollution load population equivalents the capacities allocated to the respective parties hereto in the Interceptor and in the Sewage Treatment Plant, as applicable, as hereinbefore set forth, the parties agree that they will negotiate in good faith with respect to appropriate methods of providing additional capacity or reallocation of existing capacity and for any appropriate additional payments or credits by reason thereof. In the event that the parties shall fail to agree with respect to provisions of additional capacity or reallocation of existing capacity and appropriate payments or credits therefor, St. Lawrence Authority and the Borough shall continue to have the right to discharge sewage and wastes from the St. Lawrence Sewer System into the Exeter Sewer System in an amount not exceeding the applicable capacities allocated for St. Lawrence Authority and the Borough, as hereinbefore provided.

In the event the Commonwealth of Pennsylvania shall require a higher degree of sewage treatment than that contemplated by the plans and specifications for construction of the Sewage Treatment Plant or in the event the average strength of sewage and wastes from the St. Lawrence Sewer System shall exceed the strength limitations on such sewage and wastes hereinbefore set forth, the parties agree that they will negotiate in good faith with respect to appropriate methods of financing required work on the Sewage Treatment Plant and/or appropriate adjustments in the annual payments by St. Lawrence Authority or the Borough, as appropriate..

18. St. Lawrence Authority and the Borough agree that the rules and regulations to be adopted governing the installation of laterals connecting properties in the Borough to the St. Lawrence Sewer System shall be at least as stringent as requirements for like installations to be adopted by Exeter Authority or the Township, as appropriate.

Upon completion of the St. Lawrence Sewer System, St. Lawrence Authority shall provide Exeter Authority and the Township with a complete set of as-built drawings of the St. Lawrence Sewer System, showing complete information as to location, grade and depth of lines, location of manholes and other similar relevant information.

Upon completion of the Exeter Sewer System, Exeter Authority shall provide St. Lawrence Authority and the Borough with a complete set of as-built drawings of the Exeter Sewer System, showing complete information as to location, grade and depth of lines, location of manholes and other similar relevant information.

19. The Borough grants to Exeter Authority and the Township, respectively, and their respective successors and assigns, all easements, rights of way and other rights necessary and desirable in, along, over and under streets, roads, lanes, courts, public squares, alleys and highways of the Borough in, along, over or under which the Exeter Sewer System will be constructed as shown on the plan attached hereto, made a part hereof and marked as Exhibit "A", together with free ingress, egress and regress therein and thereto, along with other persons having interests or rights therein, for use in connection with constructing, replacing, repairing, altering, maintaining and operating the Exeter Sewer System. Exeter Authority or the Township, as appropriate, shall repair or restore such streets, roads, lanes, courts, public squares, alleys and highways of the Borough in accordance with the standards of the Pennsylvania Department of Highways with respect to similar repair of comparably constructed state highways, and shall maintain said streets, roads, lanes, courts, public squares, alleys and highways for a period of one (1) year after such repair or restoration.

20. St. Lawrence Authority and the Borough, as appropriate, shall provide authorized representatives of Exeter Authority or the Township with access at reasonable times to the manholes with measuring devices preceding the points of connection of the St. Lawrence Sewer System to the Exeter Sewer System, in order to assure compliance with the terms of this Agreement, including, access for waste sampling and measurement.

St. Lawrence Authority and the Borough agree to furnish or to cause to be furnished to Exeter Authority and the Township all information deemed essential by Exeter Authority and the Township, as appropriate, for determination of the character and strength of sewage and wastes discharged from the St. Lawrence Sewer System into the Exeter Sewer System.

Exeter Authority and the Township agree to furnish or to cause to be furnished to St. Lawrence Authority and the Borough, all information deemed essential by St. Lawrence Authority and the Borough, as appropriate, for determination of the character and strength of sewage and wastes discharged into the Exeter Sewer System.

Exeter Authority and the Township, as appropriate, shall provide authorized representatives of St. Lawrence Authority or the Borough with access at reasonable times to the Exeter Sewer System in order to assure compliance with the terms of this Agreement.

21. Exeter Authority and the Township, as appropriate, covenant and agree that they will:

(a) Maintain the Exeter Sewer System in good repair, working order and condition;

(b) Continuously operate the same;

(c) From time to time make all necessary repairs, renewals and replacements thereof and all necessary improvements thereto in order to maintain adequate service; and

(d) Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Sanitary Water Board of the Pennsylvania Department of Health or any other governmental body having jurisdiction.

22. St. Lawrence Authority and the Borough, as appropriate, covenant and agree that they will:

(a) Maintain the St. Lawrence Sewer System in good repair, working order and condition;

(b) Continuously operate the same;

(c) From time to time make all necessary repairs, renewals and replacements thereof and all improvements thereto in order to maintain adequate service; and

(d) Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Sanitary Water Board of the Pennsylvania Department of Health or any other governmental body having jurisdiction.

23. Exeter Authority and the Township may enter into any new or additional agreement concerning transportation, treatment and disposal by

Exeter Authority or the Township, as appropriate, of sewage and wastes from any other municipality; Provided, however, that no such new or additional agreement shall impair the ability of Exeter Authority or the Township, as appropriate, to receive, transport, treat and dispose of sewage and wastes collected in the St. Lawrence Sewer System in accordance with the terms of this Agreement.

24. 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 of dispute shall be referred to three registered consulting engineers, one to be appointed by Exeter Authority and the Township, one to be appointed by St. Lawrence Authority and the Borough 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 of Berks County, Pennsylvania, shall appoint the third arbitrator. The 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 of its own appointee and one-half of the costs of the third arbitrator.

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

26. The Agreement between the parties hereto dated as of May 1, 1965, shall be and is declared to be null and void.

27. 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.

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

EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

By: *William W. ...*
Chairman

ATTEST:

Raymond W. Kent
Secretary
(SEAL)

TOWNSHIP OF EXETER,
Berks County, Pennsylvania

By: *Robert ...*
Chairman of Board of Supervisors

ATTEST:

James E. Mabon
Secretary
(SEAL)

ST. LAWRENCE BOROUGH AUTHORITY

By: *[Signature]*
Chairman

ATTEST:

Patricia R. ...
Secretary
(SEAL)

BOROUGH OF ST. LAWRENCE,
Berks County, Pennsylvania

By: *[Signature]*
Mayor
By: *[Signature]*
President of Council

ATTEST:

[Signature]
Secretary
(SEAL)

LAW OFFICES OF
STEVENS & LEE
A PROFESSIONAL CORPORATION
607 WASHINGTON STREET
P. O. BOX 679
READING, PENNSYLVANIA 19603

TELEPHONE
AREA CODE 215
376-8781

March 21, 1986

RECEIVED
MAR 24 1986

Mr. Scott D. Keefer
Spotts, Stevens and McCoy, Inc.
345 North Wyomissing Boulevard
P. O. Box 6307
Wyomissing, PA. 19610

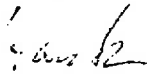
**SPOTTS, STEVENS
and McCOY, Inc.**

Dear Scott:

Attached is a copy of Exhibit "B" from the Agreement between St. Lawrence Borough Authority and Exeter Township dated February 1, 1967. Would you please call my office and make an appointment to see me about your March 17, 1986 letter.

Very truly yours,

STEVENS & LEE


Robert T. Miller

RTM:rmb
Enclosure

EXHIBIT B

Exeter Township, Berks County, Authority

SEWER SYSTEM INTERCEPTOR

<u>Section</u>	<u>Description & Location (2)</u>	<u>Design Flow Capacity Allocations (1)</u>					
		<u>Exeter Township</u>		<u>St. Lawrence Borough</u>		<u>Total</u>	
		<u>mgd(3)</u>	<u>%</u>	<u>mgd(3)</u>	<u>%</u>	<u>mgd(3)</u>	<u>%</u>
1	Influent Line STP to MH 1	9.52	93	0.71	7	10.23	100
2	Schuylkill River Interceptor MH 1 to MH 15	7.69	92	0.71	8	8.40	100
3	Antietam Creek Trunk 15 to 154	3.40	83	0.71	17	4.11	100
4	154 to 157	3.37	82	0.71	18	4.08	100
5	157 to 162A	3.17	82	0.71	18	3.88	100
6	162A to 166	2.89	80	0.71	20	3.60	100
7	166 to 167	2.35	77	0.71	23	3.06	100
8	167 to 181	2.11	75	0.71	25	2.82	100
9	181 to 190	2.05	74	0.71	26	2.76	100
10	190 to 193A	2.04	74	0.71	26	2.75	100
11	193A to 203	1.47	67	0.71	33	2.18	100
12	203 to 204	1.48	72	0.58	28	2.06	100
13	204 to 208	1.34	70	0.58	30	1.92	100
14	208 to 210	1.09	65	0.58	35	1.67	100
15	210 to 213	1.09	77	0.33	23	1.42	100
16	213 to 219 ^A	1.09	78	0.31	22	1.40	100
17	219 ^A to 219 ^B	0.48	61	0.31	39	0.79	100

- (1) Peak flow rate
- (2) Refer to Exhibit A
- (3) Million gallons per day

Exhibit B

FIRST SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of April 1, 1978 (the "First Supplemental Agreement"), between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY and the TOWNSHIP OF EXETER, Berks County, Pennsylvania, parties of the first part, on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY and the BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania, parties of the second part, on the other hand.

WITNESSETH:

WHEREAS, The Township and Exeter Authority heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of citizens of the Township, that Exeter Authority construct the Exeter Sewer System, in and adjacent to the Township, for the purpose of collection, transportation, treatment and disposal of sewage and wastes; and

WHEREAS, The Borough, which is substantially surrounded by the Township, heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of citizens of the Borough, to provide appropriate facilities for the collection, transportation, treatment and disposal of sewage and wastes emanating from the Borough; and

WHEREAS, The Borough and St. Lawrence Authority heretofore determined that the most efficient and practical method of providing sewage collection and treatment facilities for the Borough was for St. Lawrence Authority to construct the St. Lawrence Sewer System and to connect the St. Lawrence Sewer System to the Exeter Sewer System, so that sewage and wastes collected in the St. Lawrence Sewer System could be discharged into the Exeter Sewer System for transportation, treatment and ultimate disposal; and

WHEREAS, Following the establishment of new water quality criteria, the Pennsylvania Department of Environmental Resources ordered Exeter Authority to upgrade the degree of treatment at the Sewage Treatment Plant; and

WHEREAS, In order to comply with the order of the Pennsylvania Department of Environmental Resources, Exeter Authority has determined to undertake the Improvement Project; and

WHEREAS, The Original Agreement provides in Paragraph 17 that in the event the Commonwealth of Pennsylvania shall require a higher degree of treatment at the Sewage Treatment Plant, the parties hereto shall enter into an appropriate amendment to the Original Agreement in order to provide for appropriate financing of the required work.

NOW, THEREFORE, Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand, for and in consideration of covenants and agreements herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

1. The terms and phrases used herein shall have the meanings specified in the Original Agreement and herein.

The following terms and phrases, for the purposes of this First Supplemental Agreement, shall have the following meanings, unless the context clearly otherwise requires:

"Cost of Construction" shall mean the actual cost or the estimated cost, as applicable, of the Improvement Project, calculated in the following manner:

A. The amount actually paid or estimated to be paid, as applicable, under the contracts for construction of the Improvement Project shall be determined.

B. All actual or estimated engineering, inspection, administration, legal and miscellaneous costs and expenses, as applicable,

attributable under sound accounting and engineering practice to construction, but not financing, of the Improvement Project shall be determined.

C. All actual or estimated costs and expenses, as applicable, of acquiring land, rights of way, privileges, rights, licenses, easements and other interests in real property, including, without intending to limit the generality of the foregoing, legal, engineering, surveying and related costs and expenses, directly attributable to the Improvement Project shall be determined.

D. The sums determined in subparagraphs A, B and C above shall be added and the total of such sums shall represent the actual "Cost of Construction" or the estimated "Cost of Construction", as applicable, of the Improvement Project.

"Improvement Project" shall mean additions, alterations and improvements to the Sewage Treatment Plant, which construction shall be in accordance with the plans

and specifications prepared by the firm of Gannett Fleming Corddry and Carpenter, Inc., Consulting Engineers, Harrisburg, Pennsylvania, or by and in accordance with approved changes, modifications and alterations of such plans and specifications.

"Original Agreement" shall mean the Agreement, dated as of February 1, 1967, between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand.

2. Exeter Authority covenants to construct the Improvement Project in accordance with plans and specifications prepared by the firm of Gannett Fleming Corddry and Carpenter, Inc., Consulting Engineers, Harrisburg, Pennsylvania, or in accordance with such changes or modifications, which do not make substantial changes in such plans and specifications and in accordance with Water Quality Permit No. 0675402, dated July 31, 1975, obtained from the Pennsylvania Department of Environmental Resources.

Exeter Authority covenants to use its best efforts to complete construction of the Improvement Project within 730 days after notice to proceed is given to the contractors awarded contracts to construct the same.

3. The parties agree that the Sewage Treatment Plant, as modified by the Improvement Project, has been designed for flows and pollution load population equivalents allocated to St. Lawrence as follows:

FLOWS

Million Gallons Per Day

St. Lawrence

Average Daily Flow	0.15
--------------------	------

POLLUTION LOAD POPULATION EQUIVALENTS-PERSONS

St. Lawrence

B.O.D. (based upon 0.167 pounds per capita per day)	1,500
Suspended Solids (based upon 0.20 pounds per day)	1,500

The parties further agree that in consideration of the construction by Exeter Authority of the Improvement Project, St. Lawrence Authority will make a capital contribution to Exeter Authority, which capital contribution will be calculated in the following manner:

A. The consulting engineers for Exeter Authority, subject to review and approval by the consulting engineers for St. Lawrence

Authority, shall determine the estimated Cost of Construction of the Improvement Project.

B. The ratio which the design flow capacity of the Sewage Treatment Plant, as modified by the Improvement Project, reserved for St. Lawrence Authority and the Borough, i.e., 0.15 MGD, bears to the total design flow capacity of the Sewage Treatment Plant, as modified by the Improvement Project, i.e., 2.4 MGD, shall be determined and shall be applied to the estimated Cost of Construction of the Improvement Project. The result shall equal the capital contribution to be made by St. Lawrence Authority applicable to the Improvement Project; Provided, however, that such capital contribution shall be subject to adjustment, as appropriate, as hereinafter provided.

In the event the United States of America, acting through any agency or department, shall make a grant to Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Improvement Project, Exeter Authority's consulting engineers, subject to

review and approval by St. Lawrence Authority's consulting engineers, shall determine the portion of the grant attributable to the Improvement Project. The portion of such grant attributable to the Improvement Project shall be multiplied by the ratio which the design flow capacity of the Sewage Treatment Plant, as modified by the Improvement Project, reserved for St. Lawrence Authority and the Borough bears to the total design flow capacity of the Sewage Treatment Plant, as modified by the Improvement Project, and the result shall be deducted from the capital contribution to be made by St. Lawrence Authority, as calculated in the manner hereinbefore set forth in this Paragraph 3, it being the intent of the parties that St. Lawrence Authority shall receive a credit for its proportional share of any grant received by Exeter Authority attributable to the Improvement Project.

4. The capital contribution to be made by St. Lawrence Authority to Exeter Authority under Paragraph 3 hereof shall be payable in full on or before June 1, 1978, subject to final adjustment as hereinafter provided. Exeter Authority and the Township, at their sole option, may extend the date upon which St. Lawrence Authority shall be required to pay such capital contribution.

5. The parties agree that the capital contribution to be made by St. Lawrence Authority attributable to the Improvement

Project shall be subject to final adjustment within 30 days after receipt by the parties of a certificate of Exeter Authority's consulting engineers certifying that the Improvement Project is complete, at which time all Costs of Construction can be ascertained and, if applicable, that final settlement has been made by Exeter Authority with respect to any grant received by Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Improvement Project. Such adjustment shall be made by recomputing, in accordance with the principles set forth in Paragraph 3 hereof, and after giving credit to St. Lawrence Authority for any interest earned by Exeter Authority by reason of investment of the capital contribution made by St. Lawrence Authority pursuant to Paragraph 3 hereof, the amount of St. Lawrence Authority's capital contribution attributable to the Improvement Project using the actual Cost of Construction, as certified by Exeter Authority's consulting engineers, subject to review and approval by St. Lawrence Authority's consulting engineers. St. Lawrence Authority within 30 days after final adjustment shall make the appropriate payment of the balance of the capital contribution due to Exeter Authority or, if appropriate, Exeter Authority within 30 days after final adjustment shall make the appropriate refund of any overpayment of the capital contribution made by St. Lawrence Authority.

6. This First Supplemental Agreement, being a supplement to the Original Agreement, shall be construed as a part of the Original Agreement.

All terms, conditions, covenants and agreements of the Original Agreement, unless the context clearly otherwise requires and, except to the extent that the same are amended and/or supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this First Supplemental Agreement, all as shall be applicable and appropriate, as if the same were repeated in full herein; Provided, however, that provisions of the Original Agreement always shall be construed so as to give proper effect and meaning to provisions of this First Supplemental Agreement.

7. This First Supplemental Agreement shall be binding upon the parties hereto and their respective successors and assigns.

8. This First Supplemental 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.

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

ATTEST:

EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

[Signature]
Asst Secretary

By: *[Signature]*
Chairman

(SEAL)

ATTEST:

TOWNSHIP OF EXETER,
Berks County, Pennsylvania

[Signature]
Secretary

By: *[Signature]*
Chairman of Board
of Supervisors

(SEAL)

ATTEST:

ST. LAWRENCE BOROUGH AUTHORITY

[Signature]
Secretary

By: *[Signature]*
Chairman

(SEAL)

ATTEST:

BOROUGH OF ST. LAWRENCE,
Berks County, Pennsylvania

[Signature]
Secretary

By: *[Signature]*
Mayor

By: *[Signature]*
President of Council

(SEAL)

Exhibit C

SECOND SUPPLEMENTAL AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of August 15, 1982 (the "Second Supplemental Agreement"), between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY and the TOWNSHIP OF EXETER, Berks County, Pennsylvania, parties of the first part, on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY and the BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania, parties of the second part, on the other hand.

WITNESSETH:

WHEREAS, The Township and Exeter Authority heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of citizens of the Township, that Exeter Authority construct the Exeter Sewer System, in and adjacent to the Township, for the purpose of collection, transportation, treatment and disposal of sewage and wastes; and

WHEREAS, The Borough, which is substantially surrounded by the Township, heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of citizens of the Borough, to provide appropriate facilities for the collection, transportation, treatment and disposal of sewage and wastes emanating from the Borough; and

RECEIVED
OCT 7 1982

SPOTTS, STEVENS
F. and McCROY, Inc.
AGREEMENT

WHEREAS, The Borough and St. Lawrence Authority heretofore determined that the most efficient and practical method of providing sewage collection and treatment facilities for the Borough was for St. Lawrence Authority to construct the St. Lawrence Sewer System and to connect the St. Lawrence Sewer System to the Exeter Sewer System, so that sewage and wastes collected in the St. Lawrence Sewer System could be discharged into the Exeter Sewer System for transportation, treatment and ultimate disposal; and

WHEREAS, The Borough and St. Lawrence Authority have indicated to Exeter Authority and the Township a desire for an increase in the flows and pollution load population equivalents allocated to the Borough and St. Lawrence Authority under the Original Agreement, as amended and supplemented by the First Supplemental Agreement; and

WHEREAS, The Original Agreement provides in Paragraph 17 that the parties to the Original Agreement reserve the right to agree with respect to reallocation of existing capacity in the Sewage Treatment Plant and appropriate payments by reason thereof.

NOW, THEREFORE, Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand, for and in consideration of covenants and agreements

herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

1. The terms and phrases used herein shall have the meanings specified in the Original Agreement, the First Supplemental Agreement and herein.

The following terms and phrases, for the purposes of this Second Supplemental Agreement, shall have the following meanings, unless the context clearly otherwise requires:

"First Supplemental Agreement" shall mean the First Supplemental Agreement, dated as of April 1, 1978, between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand.

"Original Agreement" shall mean the Agreement, dated as of February 1, 1967, between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand.

2. The parties agree that flows and pollution load population equivalents in the existing Sewage Treatment Plant shall hereafter be allocated to St. Lawrence Authority and the Borough as follows:

FLOWS

Million Gallons Per Day

St. Lawrence

Average Daily Flow 0.308

POLLUTION LOAD POPULATION EQUIVALENTS-PERSONS

St. Lawrence

B.O.D. (based upon
0.167 pounds per capita
per day) 3,080

Suspended Solids (based
upon 0.20 pounds per
day) 3,080

The parties further agree that in consideration of re-allocation of capacity in the Sewage Treatment Plant for the Borough and St. Lawrence Authority from 0.15 m.g.d. to 0.208 m.g.d., the Borough and/or St. Lawrence shall pay to Exeter Authority a lump sum capital contribution of \$16,892, payable in full within 30 days of execution hereof by St. Lawrence Authority and the Borough.

The parties further agree that in further consideration of the reallocation of capacity in the Sewage Treatment Plant for the Borough and St. Lawrence Authority, from 0.208 m.g.d. to 0.308 m.g.d., the Borough shall pay to the Township an annual sum of \$9,590, payable semiannually on February 5 and August 5 of each

year, in equal installments of \$4,705 each, beginning February 5, 1983, to and including August 5, 2012.

3. The parties agree that the obligations with respect to the capital contributions to be made by St. Lawrence Authority pursuant to Paragraphs 10 and 11 of the Original Agreement, upon payment of the amount set forth in second paragraph of Paragraph 2 hereof, shall be deemed to be satisfied in full by the parties hereto.

4. The parties hereto agree that at such time or times as the Sewage Treatment Plant is rerated for its treatment capacity by any state or Federal agency having jurisdiction and authority to rerate the capacity in the Sewage Treatment Plant, the Borough and the St. Lawrence Authority shall automatically be entitled to an increase in their allocated capacity in the Sewage Treatment Plant, said increase to be determined by their percentage interest in the Sewage Treatment Plant as specified in Paragraph 2 above, as presently rated and as related to the total capacity in the Sewage Treatment Plant.

5. The parties hereto agree that the Borough and St. Lawrence Authority are granted sufficient capacity (0.308 m.g.d.) in the Interceptor so that there will be adequate capacity to transport from the St. Lawrence Sewer System to the Exeter Sewer System the increased capacity in the Sewage Treatment Plant granted herein.

6. This Second Supplemental Agreement, being a supplement to the Original Agreement, as amended and supplemented by the First Supplemental Agreement, shall be construed as a part of the Original Agreement, as amended and supplemented by the First Supplemental Agreement.

All terms, conditions, covenants and agreements of the Original Agreement, as amended and supplemented by the First Supplemental Agreement, unless the context clearly otherwise requires and, except to the extent that the same are amended and/or supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this Second Supplemental Agreement, all as shall be applicable and appropriate, as if the same were repeated in full herein; Provided, however, that provisions of the Original Agreement, as amended and supplemented by the First Supplemental Agreement, always shall be construed so as to give proper effect and meaning to provisions of this Second Supplemental Agreement.

7. This Second Supplemental Agreement shall be binding upon the parties hereto and their respective successors and assigns.

8. This Second Supplemental 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.

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

ATTEST:

EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

Secretary

By: _____
Chairman

(SEAL)

ATTEST:

TOWNSHIP OF EXETER,
Berks County, Pennsylvania

Secretary

By: _____
Chairman of Board
of Supervisors

(SEAL)

ATTEST:

ST. LAWRENCE BOROUGH AUTHORITY

Secretary

By: _____
Chairman

(SEAL)

ATTEST:

BOROUGH OF ST. LAWRENCE,
Berks County, Pennsylvania

Secretary

By: _____
Mayor

(SEAL)

By: _____
President of Council

Exhibit D

THIRD SUPPLEMENTAL AGREEMENT

THIS THIRD SUPPLEMENTAL AGREEMENT dated the 20th day of ~~JANUARY~~ ~~1992~~ ("Third Supplemental Agreement"), between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY (the "Exeter Authority"), and the TOWNSHIP OF EXETER (the "Township"), Berks County, Pennsylvania, parties of the first part on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY (the "St. Lawrence Authority") and the BOROUGH OF ST. LAWRENCE (the "Borough"), Berks County, Pennsylvania, parties of the second part on the other hand.

W I T N E S S E T H:

WHEREAS, the Township and Exeter Authority heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of citizens of the Township, that Exeter Authority construct the Exeter Sewer System in and adjacent to the Township for the purpose of collection, transportation, treatment and disposal of sewage and wastes; and

WHEREAS, the Borough, which is substantially surrounded by the Township, heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of the citizens of the Borough, to provide appropriate facilities for the collection, transportation, treatment and disposal of sewage and wastes emanating from the Borough; and

WHEREAS, the Borough and St. Lawrence Authority heretofore determined that the most efficient and practical method of providing sewage collection and treatment facilities for the Borough was for St. Lawrence Authority to construct the St. Lawrence Sewer System and to connect said system to the Exeter Sewer System so that sewage and wastes collected in the St. Lawrence Sewer System could be discharged into the Exeter Sewer System for transportation, treatment and ultimate disposal; and

WHEREAS, the parties have previously entered into an agreement providing for the treatment of the sewage of the Borough and St. Lawrence Authority by Exeter Authority and Township dated the 1st day of February, 1967 (the "Original Agreement"), as amended by a first supplement to the Original Agreement dated the 1st day of April, 1978 (the "First Supplemental Agreement"); and

WHEREAS, the parties previously executed a second supplement to the Original Agreement dated the 15th day of August 1982 (the "Second Supplemental Agreement") but the enforceability of such Second Supplemental is now in question; and

WHEREAS, as the result of a re-rating of the Exeter Township Sewage Treatment Plant (the "Sewage Treatment Plant"), the Exeter Authority and the Township have been able to increase

the amount of sewage which can be treated thereat by the installation of certain minor additions or improvements at the Sewage Treatment Plant; and

WHEREAS, the Borough and St. Lawrence Authority have elected to increase their share of the capacity at the Sewage Treatment Plan by paying to Exeter Authority and/or Township their share of the costs of the aforesaid additions or improvements; and

WHEREAS, the parties desire to enter into this Third Supplemental Agreement pending the negotiation and execution of a revised and restated treatment agreement upon the completion of certain additional upgrading and expansion of the Exeter Treatment Plant.

NOW, THEREFORE, Exeter Authority and the Township, on one hand, and the St. Lawrence Authority and the Borough, on the other hand, for and in consideration of the covenants and agreements contained herein, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

1. The terms and phrases used herein shall have the meanings specified in the Original Agreement and the First Supplemental Agreement.

The following terms and phrases, for the purposes of this Third Supplemental Agreement, shall have the following meanings, unless the context clearly otherwise requires:

"First Supplemental Agreement" shall mean the first supplemental agreement dated as of April 1, 1978 between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand.

"Original Agreement" shall mean the agreement, dated as of February 1, 1967 between Exeter Authority and the Township, on one hand, and the St. Lawrence Authority and the Borough, on the other hand.

"Second Supplemental Agreement" shall mean the second supplemental agreement dated as of August 15, 1982 between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand, the enforceability of which agreement is currently in question.

2. The parties agree that flows and pollution load population equivalents in the Sewage Treatment Plant shall, pending the execution of a revised and restated treatment agreement, be allocated to St. Lawrence Authority and the Borough as follows:

FLAWS

	<u>MILLION GALLONS PER DAY</u> <u>ST. LAWRENCE</u>
AVERAGE DAILY FLOW	0.462
<u>POLLUTION LOAD POPULATION EQUIVALENTS - PERSONS</u>	
	<u>ST. LAWRENCE</u>
B.O.D. (based upon 0.167 pounds per capita per day)	2,766
Suspended Solids (based upon 0.20 pounds per day)	2,758

The parties recognize that the flows from St. Lawrence Authority and the Borough are currently exceeding the above listed Pollution Load Population Equivalents for BOD and Suspended Solids. However, Exeter Authority and Township agree to treat such excess of BOD and Suspended Solids up to Pollution Load Population Equivalents - Persons of 4,620 for both BOD and Suspended Solids, at no additional cost to St. Lawrence Authority or Borough, until such time as the Exeter Treatment plant is upgraded and expanded, at which time St. Lawrence Authority and Borough agree to purchase additional BOD and Suspended Solids capacity if required to bring their capacity into compliance with their needs at that time.

The parties further agree that in consideration of the allocation of flow capacity in the re-rated Sewage Treatment Plant for the Borough and St. Lawrence Authority from 0.15 mgd (the amount specified in the First Supplemental Agreement) to .462 mgd, the Borough and/or the St. Lawrence Authority previously paid the sum of \$16,892.00 on or about August 1982 (as specified in the Second Supplemental Agreement), receipt of which is hereby acknowledged, and shall pay to Exeter Authority an additional lump sum capital contribution of \$11,032.00, payable in full within thirty (30) days from the execution hereof by St. Lawrence Authority and the Borough.

The parties further acknowledge that in consideration for said reallocation of capacity Borough shall continue to pay, and has paid since 1983 (as specified in the Second Supplemental Agreement), to the Township an annual sum of \$9,590.00 payable semiannually on February 5 and August 5 of each year, in equal installments of \$4,795.00 each until and including August 5, 2012.

3. The parties agree, upon payment of the amount set forth in the second and third paragraphs of Paragraph 2 hereof, that the obligations with respect to the capital contribution to

be made by St. Lawrence Authority pursuant to paragraph 10 and 11 of the Original Agreement, as amended, shall be deemed to be satisfied in full by the parties hereto.

4. The parties hereto agree that at such time or times as the Sewage Treatment Plant is re-rated for its treatment capacity by any state or federal agency having jurisdiction and authority to re-rate the capacity in the Sewage Treatment Plant, the Borough and St. Lawrence Authority shall automatically be entitled to an increase in their allocated capacity in the Sewage Treatment Plant, said increase to be determined for flow purposes by their percentile interest in the Sewage Treatment Plant as specified in Paragraph 2 above, as presently rated and as related to the total capacity in the Sewage Treatment Plant and for Pollution Load Population Equivalent by their percentile interest in the Sewage Treatment Plant as specified in Paragraph 2 above, as presently rated and as related to the total Pollution Load capacity in the Sewage Treatment Plant.

5. The parties agree that at such time as all necessary information and documentation is available for the additional improvements to and expansion of the Sewage Treatment Plant, the parties in good faith shall commence negotiating a revised and restated treatment agreement, which shall revoke the Original Agreement and all supplements thereto previously executed, and which shall provide among other things for the payment of treatment charges based on actual flow and the amount to be paid by St. Lawrence Authority or Borough to Exeter Authority or Township for any increased capacity needs of St. Lawrence Authority and Borough for BOD and Suspended Solids purposes, as specified in paragraph 2 hereof. Such charges shall be calculated basically as specified in Exhibit A attached hereto and made a part hereof. Provided, however, the parties further agree said revised and restated agreement shall provide, assuming the Borough and St. Lawrence decide not to purchase any increased flow capacity in the upgraded treatment plant, that Borough and St. Lawrence Authority be guaranteed .462 mgd for flow purposes and if they decide to purchase additional BOD and Suspended Solids capacity that they so guaranteed 4,620 B.O.D. (based upon 0.167 pounds per capita per day) and 4,620 Suspended Solids (based upon 0.20 pounds per day) for Pollution Load Population Equivalents - Persons purposes. Said revised and restated treatment agreement shall be executed by all parties within six (6) months of the issuance of a completion certificate by the Exeter Authority Engineer.

6. This Third Supplemental Agreement, being a supplement to the Original Agreement, as amended and supplemented by the First Supplemental Agreement shall be construed as a part of the Original Agreement, as amended and supplemented by the First Supplemental Agreement.

All terms, conditions, covenants and agreements of the Original Agreement, as amended and supplemented by the First Supplemental Agreement unless the context clearly otherwise requires, except to the extent that same are amended and/or supplemented hereby, are ratified and confirmed and declared to be and shall be and remain in full force and effect and shall apply in all respects to this Third Supplemental Agreement, all as shall be applicable and appropriate, as if the same were repeated in full herein; provided, however, that the provisions of the Original Agreement, as amended, and supplemented by the First Supplemental Agreement, always shall be construed as to give proper effect and meaning to provisions of this Third Supplemental Agreement.

7. This Third Supplemental Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

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

EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

By [Signature]

Attest: Laura L. L...

TOWNSHIP OF EXETER

By Linda K. Buler

Attest: Mark M...

ST. LAWRENCE BOROUGH AUTHORITY

By Harold C. Wagoner, Pres.

Attest: Kenneth B. Levan, Secy

BOROUGH OF ST. LAWRENCE

By Kenneth B. Levan, Pres.

Attest: Kenneth B. Levan, Secretary

EXHIBIT A
EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY
Wastewater Treatment Plant Expansion

Estimated Project Cost Allocation

10/01/91

	--- Estimated General Construction Cost (\$) (1/91) ---				----- Percentage (%) -----					
	Flow	BOD	SS	NH3-N	Total	Flow	BOD	SS	NH3-N	Total
1. Clearing and Grubbing	\$34,200	\$34,200	\$34,200	\$11,400	\$114,000	30	30	30	10	100
2. Paving and Site Work	82,800	82,800	82,800	27,600	276,000	30	30	30	10	100
3. Land Scaping and Fencing	28,800	28,800	28,800	9,600	96,000	30	30	30	10	100
4. Yard Piping	487,350	270,750	270,750	54,150	1,083,000	45	25	25	5	100
5. Distribution Boxes	133,650	74,250	74,250	14,850	297,000	45	25	25	5	100
6. Pumping Station Expansion	670,000	0	0	0	670,000	100	0	0	0	100
7. Meter Pit	45,450	25,250	25,250	5,050	101,000	45	25	25	5	100
8. Grit and Electrical Building	464,800	29,050	87,150	0	581,000	80	5	15	0	100
9. Primary Settling Tanks (2) & Sludge PS	864,800	0	216,200	0	1,081,000	80	0	20	0	100
10. Aeration Tanks (2)	315,200	1,103,200	0	157,600	1,576,000	20	70	0	10	100
11. Final Clarifier & Sludge PS	405,500	121,650	243,300	40,550	811,000	50	15	30	5	100
12. Chlorine Contact Tanks	194,000	0	0	0	194,000	100	0	0	0	100
13. Blower Building & Workshop	0	473,600	0	118,400	592,000	0	80	0	20	100
14. Instrumentation	91,350	78,300	78,300	13,050	261,000	35	30	30	5	100
15. Utility Building	63,700	54,600	54,600	9,100	182,000	35	30	30	5	100
16. Locker Room Addition and Conversion of Garage to Offices	14,100	14,100	14,100	4,700	47,000	30	30	30	10	100
17. Laboratory Expansion	1,800	1,800	1,800	600	6,000	30	30	30	10	100
18. Primary Digester and Control House	0	329,000	564,000	47,000	940,000	0	35	60	5	100
19. Belt Filter Presses (2) and Related Equipment	0	188,300	322,800	26,900	538,000	0	35	60	5	100
Subtotals	\$3,897,500	\$2,909,650	\$2,098,300	\$540,550	\$9,446,000	41	31	22	6	100
Contingency (10%)	390,000	291,000	210,000	54,000	945,000					
Subtotals	4,287,500	3,200,650	2,308,300	594,550	10,391,000					
Plumbing, HVAC & Elect. (15%)	643,000	480,000	346,000	89,000	1,558,000					
Estimated Total Construction Costs	4,930,500	3,680,650	2,654,300	683,550	11,949,000					
Project Related Costs (Design, inspection, start-up, legal, bond issuance costs, permits) 35% of Construction Cost	1,726,000	1,288,000	929,000	239,000	4,182,000					
Estimated Total Project Costs	\$6,656,500	\$4,968,650	\$3,583,300	\$922,550	\$16,131,000					

Additional Plant Loadings:

Flow (mgd)	3.4 (7.0-3.6)
BOD (ppd)	5,400 (9,000-3,600)
SS (ppd)	4,700 (9,000-4,300)
NH3-N (ppd)	480 (990-510), @17 mg/l

Cost Breakdown:

Flow	\$1,958 /1000 gal
BOD	\$92,012 /100 pounds
SS	\$76,240 /100 pounds
NH3-N	\$192,198 /100 pounds



RHODA, STOUTD & BRADLEY
LAW OFFICES

ROBERT H. KAUFFMAN
D. FREDERICK MUTH
NORMAN E. DETTRA, JR.
GEOFFREY M. STOUTD
FRANCIS M. MULLIGAN
JOHN C. BRADLEY, JR.
JERRY R. RICHWINE
GEORGE J. SHOOP
TIMOTHY C. DIETRICH
JEFFREY L. SCHMEHL
JOHN J. SPEICHER
ROBERT R. KREITZ
PHILIP J. EDWARDS
RALLI E. HOLDEN
RONALD E. CIRBA
STEPHEN J. PALOPOLI, III
SHERRI L. PALOPOLI
JOHN T. ADAMS

SIXTH FLOOR
THE BERKSHIRE
501 WASHINGTON STREET
BOX 877
READING, PENNSYLVANIA 19603-0877
TEL: (215) 374-8293
FAX: (215) 374-6081

JAMES W. STOUTD OF COUNSEL
DAWSON H. MUTH OF COUNSEL
JOHN S. RHODA 1936-1988
JOHN C. BRADLEY 1948-1984

KITZTOWN OFFICE
MAIN & NOBLE STREETS
(215) 583-8677

BIRDSBORO OFFICE
341A WEST MAIN STREET
(215) 582-4307

FLEETWOOD OFFICE
42 WEST MAIN STREET
(215) 944-6334

OLEY OFFICE
MAIN STREET
(215) 987-3277

OUR FILE NO.
100389-1

February 19, 1992

Frederick L. Reigle, Esquire
3506 Perkiomen Avenue
P. O. Box 4010
Reading, PA 19606

Re: Township of Exeter, Exeter Township Authority,
St. Lawrence Borough and St. Lawrence Borough
Authority - Third Supplemental Agreement

Dear Fred:

Enclosed please find two (2) fully executed copies of the Third Supplemental Agreement involving the above parties. The Borough stands ready at any time to arrange further discussions on the ongoing sewer issues involving the municipalities.

Very truly yours,

RHODA, STOUTD & BRADLEY

GEOFFREY M. STOUTD, ESQUIRE

GMS/dlh
Enclosures
cc: James M. Snyder, Esquire

Exhibit E

AGREEMENT

THIS AGREEMENT, dated as of May 8

200~~3~~, EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY, the TOWNSHIP OF EXETER, Berks County, Pennsylvania, party of the first part, on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY and THE BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania, parties of the second part, on the other hand.

W I T N E S S E T H:

WHEREAS, the Township and Exeter Authority heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of citizens of the Township, that Exeter Authority construct the Exeter Sewer System, in and adjacent to the Township, for the purpose of collection, transportation, treatment and disposal of Sewage; and

WHEREAS, the Borough, which is substantially surrounded by the Township, heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of citizens of the Borough, to provide appropriate facilities for the collection, transportation, treatment and disposal of Sewage emanating from the Borough; and

WHEREAS, the St. Lawrence Sewer System, inclusion of certain areas of the System which transport sewage from Exeter Township, is connected to

the Exeter Sewer System at the points of connection identified on Exhibit A which is attached hereto and thereby made a part, hereof, and

WHEREAS, the Township presently provides Sewage transportation, treatment and disposal service for the Borough, as lessee and operator of the St. Lawrence Sewer System; and

WHEREAS, Exeter Authority, with consent and approval of the Township, has completed the Project, as hereinafter defined, and the parties hereto have determined to enter into this Agreement to provide for: (1) an equitable sharing by the parties hereto of the capital costs of jointly used portions of the Exeter Sewer System; including jointly used facilities contemplated by the Project; (2) appropriate annual payments to be made by the Borough to the Township for transportation, treatment and disposal by the Township of Sewage discharged from the St. Lawrence Sewer System to the Exeter Sewer System; (3) the terms and conditions under which Sewage may be discharged from the St. Lawrence Sewer System into the Exeter Sewer System for transportation, treatment, and disposal by the Township; and (4) other matters related to the foregoing; and

WHEREAS, it is the intention of the parties hereto that this Agreement shall supersede the prior agreements between the parties hereto relating to the subject matter hereof in their entirety.

NOW, THEREFORE, Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand, for and in

consideration of covenants and agreements herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I

Definitions

Section 1.01 The terms and phrases defined in this Section 1.0 1, for the purposes of this Agreement, shall have the following meanings, unless the context clearly otherwise requires:

B.O.D. (Biochemical Oxygen Demand) shall mean the quantity of oxygen expressed in terms of concentration as milligrams per liter, utilized in the biochemical oxidation of organic matter under standard laboratory procedure for 5 days at 20° Centigrade. The standard laboratory procedure shall be that found in the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association.

Borough shall mean the Borough of St. Lawrence, Berks County, Pennsylvania, a Pennsylvania municipality.

Exeter Authority shall mean Exeter Township, Berks County, Authority, a Pennsylvania municipality authority.

Exeter Sewer System shall mean the Sewage collection and transportation system and Sewage treatment and disposal facilities, including all related and necessary facilities, in and adjacent to the Township, owned by the

Exeter Authority and leased to the Township for operation and use including all future additions, alterations and improvements thereto.

Fiscal Year shall mean the period of twelve months beginning January 1 of each year.

Infiltration shall mean the seepage of groundwater into a sewer system, including service connections. Such seepage frequently occurring through defective or cracked pipes, pipe joints, connections and manhole covers.

Inflow shall mean water discharged into a sewer system or service connection from such services including, but not limited to, roof leaders, cellars, yards, area drains, foundation drains, cooling water discharges drawn from springs around manhole covers or through holes in covers, cross connections from storm and sewer combined systems, catch basins, storm sewers, surface runoff and street washwater or drainage.

Interceptor shall mean the interceptor sewer constituting part of the Exeter Sewer System, known as the Antietam Interceptor, extending from a point in the Township to the Schuylkill River trunk sewer constituting part of the Exeter Sewer System, as shown on Exhibit A.

NH₃N shall mean the quantity of elemental nitrogen present in the form of ammonia as analyzed by a method approved by the United States Environmental Protection Agency, expressed in terms of milligrams per liter.

Project shall mean additions, extensions and improvements to the Exeter Sewer System consisting of additions, extensions, modifications and improvements to the sewage collection and transportation facilities and additions, alterations, and improvements to the sewage treatment and disposal facilities of the Sewer System which shall be in accordance with plans and specifications prepared by the Exeter Authority's consulting engineers and approved by the Exeter Authority.

Sewage shall mean domestic sewage and/or industrial wastes, as such terms usually and customarily are used by sanitary engineers. Whenever used herein in the context of reference to discharge capacity or volume flows used in the computation of treatment charges, the term Sewage also shall include Infiltration and Inflow.

Sewage Treatment Plant shall mean the Sewage treatment and disposal facilities constituting part of the Exeter Sewer System.

St. Lawrence Authority shall mean St. Lawrence Borough Authority, a Pennsylvania municipality authority.

St. Lawrence Sewer System shall mean the Sewage collection system, including all related and necessary facilities, owned by St. Lawrence Authority and leased to the Borough for operation and use, including all future additions, extensions and improvements hereto.

Total Suspended Solids (TSS) shall mean the total matter in water, wastewater or other liquids and which is retained by laboratory filtering, expressed in terms of concentration as milligrams per liter.

Township shall mean the Township of Exeter, Berks County, Pennsylvania, a Pennsylvania municipality.

ARTICLE II

Sewer System

Section 2.01 The Exeter Authority constructed the 7.1 MGD wastewater treatment plant according to plans and specifications prepared by Gannett Fleming, Inc., Consulting Engineers, Harrisburg, Pennsylvania, and in accordance with NPDES, Part I Permit PA 0026972 dated August 6, 1992, obtained from Pennsylvania Department of Environmental Protection and Water Quality Management Permit Part 110692402 dated August 6, 1992, both as amended September 24, 1992.

Section 2.02 Exeter Township hereby agrees to satisfactorily operate and maintain the Exeter Sewer System, including the sewage treatment plant, according to conditions set forth in permits referred to in Section 2.01.

Section 2.03 St. Lawrence Authority and Borough hereby agree to satisfactorily operate and maintain its sewage collection system according to applicable requirements and permits of government agencies having jurisdiction and applicable conditions set forth in permits referred to in Section 2.01.

ARTICLE III

Service Availability and Conditions

Section 3.01 St. Lawrence Authority and the Borough covenant that all Sewage discharged into the St. Lawrence Sewer System will be discharged into the Exeter Sewer System for ultimate treatment and disposal perpetually, subject to the terms and conditions hereof and subject to the limits set forth herein. The Township shall accept from the St. Lawrence Sewer System flows in such volume and character as agreed to hereby for transportation, treatment and disposal. The Township shall transport, treat and dispose of all such Sewage from the St. Lawrence Sewer System, in accordance with sound engineering practice and applicable requirements of governmental agencies having jurisdiction over the matter.

St. Lawrence Authority and the Borough agree to prohibit the discharge of any Sewage into the St. Lawrence Sewer System by any municipality or municipality authority which has not been granted prior written approval by Exeter Authority and the Township.

Section 3.02 The parties agree that the Township or Exeter Authority-owned meters shall be used to measure the volume of Sewage, including Infiltration and Inflow, discharged from the St. Lawrence Sewer System into the Exeter Sewer System. Meters are located at the points indicated on Exhibit A. The Meters are used to determine the total volume of Sewage, including

Infiltration and Inflow, produced within the St. Lawrence Sewer System and discharged into the Exeter Sewer System. The parties hereto agree that the volume of Sewage entering the Exeter Sewer System from the St. Lawrence Sewer System, as indicated by the Meters, shall be adjusted by deducting an estimate or measurement where possible of the volume of an Sewage discharged into the St. Lawrence Sewer System by the Township and by adding an estimate or measurement where possible of the volume of Sewage from any of the Borough's customers that does not flow through one of the Meters. Any estimate of the flow of Sewage from any customer of the Borough shall be made jointly by the Township and the Borough. The parties hereto further agree that the resultant volume of Sewage, including Infiltration and Inflow after such adjustment is made shall represent the total volume of Sewage, including Infiltration and Inflow discharged by St. Lawrence into the Exeter Sewer System and that the infiltration/inflow produced within the St. Lawrence Sewer System shall be considered as part of the total Sewage discharged by the Borough into the Exeter Sewer System.

In the event of missing or inaccurate flow data caused by faulty operation of any Meters, missed reading data, or any other reason, the parties hereto agree that the Township, after consultation and agreement with the Borough, which agreement shall not unreasonably be withheld by either party, shall estimate flows based upon an evaluation of past flow records applicable to

conditions during the period of time that flow records are missing or are inaccurate.

The adjustment in flow is prepared according to the following procedure:

1. Using flow records during days or weeks when metering station flow meters are working accurately, compare the volume of flow passing through the metering station in question to the volume of flow received at the wastewater treatment plant for the quarter.
2. Calculate the percentage of flow passing through the metering station, when metering is accurate, to total plant flow for the quarter.
3. Multiply the percentage established in the preceding item 2 times the plant flow for weeks when the metering station is not metering flow accurately.

Section 3.03 The Township shall pay all the capital costs of installing and all costs and maintaining all Meters. The Township shall cause the Meters to be calibrated by a qualified contractor no less frequently than semi-annually, and shall provide to the Borough a copy of the calibration certificate within thirty (30) days after each calibration. The Township shall also notify the Borough at least five (5) days in advance, of the scheduled date that the meters will be calibrated.

The Township shall cause the Sewage Treatment Plant flow monitoring equipment

to be calibrated on the same day as the Meters and shall also furnish a calibration certificate to the Borough.

Section 3.04 The parties hereto agree that the Sewage Treatment Plant has permitted capacities as shown in NPDES Part I Permit PA 0026972 and in the Water Quality Management Permit Part H 0692402 issued by the Pennsylvania Department of Environmental Protection, formerly Pennsylvania Department of Environmental Resources which are in the totals and which are hereby allocated to the parties hereto as follows:

Million Gallons Per Day

	<u>St. Lawrence</u>	<u>Exeter</u>	<u>Total</u>
Average Daily Flow	0.462	6.638	7.1

Pounds Per Day

	<u>St. Lawrence</u>	<u>Exeter</u>	<u>Total</u>
BOD	871	8,979	9,850
Total Suspended Solids	924	9,926	10,850
NH ₃ N	74	1,056	1,130

Section 3.05 St. Lawrence Authority and the Borough, as appropriate covenant to the best of their ability, to prohibit or eliminate the discharge of roof drainage water, storm water, excessive ground water, infiltration, surface drainage,

or building foundation drainage from the St. Lawrence Sewer System into the Exeter Sewer System, either directly or indirectly,

St. Lawrence Authority and the Borough, as appropriate, covenant that the appropriate party will prohibit the discharge of any Sewage or other wastes into the St. Lawrence Sewer System having characteristics that violate the provisions of Ordinance 387 of the Township imposing sewer rentals or charges and regulating the discharge of sanitary sewage and industrial wastes into the Exeter Sewer System and its supplementing resolutions promulgated thereunder or the provisions of any similar subsequent sewer use ordinance and supplemental resolutions thereunder of the Township governing the discharge of Sewage into the Exeter Sewer System from time to time in effect. The Borough covenants that it has enacted and will keep in full force and effect, so long as Sewage shall be discharged from the St. Lawrence Sewer System into the Exeter Sewer System, an ordinance or ordinances prohibiting the discharge of Sewage into the St. Lawrence Sewer System at least as stringent as the similar sewer use ordinance or ordinances or resolutions at the time in effect in the Township and which ordinances or ordinances of the Borough shall at all times be in compliance with all rules, regulations of all governmental bodies having jurisdiction over the Exeter Sewer System, including but not limited to the United States Environmental Protection Agency. The Township and/or the Borough further covenant and agrees that they will enter into appropriate inter-jurisdictional agreements from time to time

required by the United States Environmental Protection Agency or any other governmental regulatory body having jurisdiction. The Township will notify the Borough of all ordinance revisions and amendments and resolutions within thirty (30) days of enactment or passage.

Section 3.06 The parties hereto agree that the measurements made by the Meters, adjusted in accordance with Section 3.02 hereof, shall be used to determine if the allowable Sewage (including Infiltration and Inflow) discharge volume limit of the Borough is being exceeded. The parties hereto agree that the volume limit shall be exceeded when the average daily rate of the Sewage flow for any consecutive ninety (90) day period exceeds the limit provided for in Section 3.04 hereof. For the purposes of this Section 3.06, the average daily rate shall be determined by obtaining the sum of the daily total Sewage flow for any ninety (90) consecutive days and dividing that sum by ninety (90). In the event that the Borough discharge limit is exceeded, the Township shall notify the Borough thereof in writing within thirty (30) days from the date that the Township obtains the meter reading. The parties hereto agree that the Borough shall, within six (6) months of receiving such written notification from the Township, either begin or have completed repairs to the St. Lawrence Sewer System to reduce the volume of discharge to within the discharge limit as defined herein, or shall apply to the Township in writing to purchase from the Exeter Authority and/or the Township additional capacity in the Sewage Treatment Plant. If, in the judgment of

the Township and Exeter Authority, such additional capacity is available, which judgment will not be unreasonably withheld, the Exeter Authority and/or the Township shall sell same to St. Lawrence Authority and the Borough in accordance with the calculation methods set forth in Exhibit E which is attached hereto and thereby made a part hereof.

Section 3.07 The parties hereto agree that the Meter locations and other sampling points selected by the Township shall be used to determine if the allowable Sewage discharge limits are being exceeded. The parties hereto agree that the limits shall be exceeded when the average daily rate of the BOD and Total Suspended Solids strength for any consecutive thirty (30) day period exceeds the limits. For the purposes of this Section 3.07, the average daily rates shall be determined by obtaining the sum of the daily total mass loadings of BOD and Total Suspended Solids for any thirty consecutive days and dividing the sum by the number of test results for such thirty (30) day period. In the event that the Borough's discharge limits are exceeded, the Township shall notify the Borough thereof in writing within thirty (30) days. The parties hereto agree that the Borough shall within six (6) months of receiving such written notification from the Township, begin or complete enforcement steps to reduce mass loadings to within the discharge limits as defined herein, or shall apply to the Township in writing to purchase from the Exeter Authority and/or the Township additional capacity in the Sewage Treatment Plant. If, in the reasonable judgment of the Township and the

Exeter Authority, such additional capacity is available, the Township and/or the Exeter Authority shall sell same to St. Lawrence Authority and the Borough at a price determined in accordance with the principles as set forth in Exhibit E.

Section 3.08 The parties hereto agree that at such time or times as the Sewage Treatment Plant is rerated for its treatment capacities by the state or Federal agency having jurisdiction and authority to rerate the capacities in the Sewage Treatment Plant, the Borough and St. Lawrence Authority shall automatically be entitled to an increase in their applicable allocated capacities in the Sewage Treatment Plant, said increase or increases to be determined by their percentile interests in the allocated capacity or capacities in the Sewage Treatment Plant as set forth in Section 3.04 hereof, and as related to the total applicable capacities in the Sewage Treatment Plant set forth in Section 3.04 hereof.

ARTICLE IV

Sharing of Costs

Section 4.01 The Borough shall pay to the Township annually the sum of \$9,590, payable in two installments of \$4,795 each, on or before February 5 and on or before August 5 in each year, beginning on or before February 5, 1993, to and including on or before August 5, 2012. Such payments shall be in consideration of the original reservation of additional BOD/suspended solids capacity in the Sewage Treatment Plant for St. Lawrence Authority and the Borough and for use of the Sewage Treatment Plant which continue in use

subsequent to the expansion and alterations to the Sewage Treatment Plant completed in 1996 and are in lieu of annual payments attributable to capital costs of the Sewage Treatment Plant which were payable pursuant to prior agreements between the parties hereto.

Section 4.02 The parties hereto acknowledge that St. Lawrence Authority and the Borough heretofore contributed from legally available funds the sum of \$641,250 to Exeter Authority as a capital contribution to be applied by Exeter Authority for and toward a portion of the costs and expenses of the plant expansion to 7.1 MGD attributable to St. Lawrence Authority and the Borough. Such capital contribution was paid by St. Lawrence Authority and the Borough as follows: \$99,239.60 upon the execution of the previous agreement; \$445,360.40 on April 30, 1993; and \$96,650.00 on June 1, 1993. Such capital contribution is deemed by the parties hereto as an initial payment on account for St. Lawrence Authority's and the Borough's proportionate share, as hereinafter provided of the costs and expenses of the Project attributable to St. Lawrence Authority and the Borough.

Section 4.03 In consideration of Exeter Authority undertaking and completing the plant expansion to 7.1 MGD, the Borough shall make annual payments to the Township attributable to the amortization of the net share of St. Lawrence Authority and the Borough of the costs and expenses of the Project attributable to St. Lawrence Authority and the Borough, giving appropriate credit

for the capital contribution provided for under Section 4.02 hereof calculated as follows:

A. The consulting Engineers for Exeter Authority shall determine, based upon construction actual prices received by Exeter Authority for Contract One - Expansion and Alterations to Wastewater Treatment Plant - the percentage of the actual costs of expansion of the Sewage Treatment Plant and the percentage of the actual costs of alterations of the Sewage Treatment Plant included in Contract One, all as set forth in Exhibit B attached hereto and thereby made a part hereof.

B. The applicable percentages determined in A above were applied to the additional construction costs based upon actual prices and related costs attributable to construction detailed on Exhibit C attached hereto and thereby made a part hereof to determine total construction-related actual costs of expansion of the Sewage Treatment Plant and total construction-related actual costs of alterations to the Sewage Treatment Plant, respectively.

C. The total construction-related actual cost of alterations to the Sewage Treatment Plant were apportioned to St. Lawrence Authority and the Borough by multiplying the total construction-related actual costs of the alterations of the Sewage Treatment Plant determined in B above by 6.51% which is the percentage which the capacity flow in the existing Sewage Treatment Plant reserved for the Borough (0.462 mgd) bears to the total design flow in the Sewage

Treatment Plant (7.1 mad), as illustrated in Exhibit D attached hereto and thereby made a part hereof.

D. The total construction-related actual costs of the expansion of the Sewage Treatment Plant attributable to St. Lawrence Authority and the Borough as determined in B above were determined by allocating to St. Lawrence Authority and the Borough their proportionate shares of such costs based upon the additional loading capacities allocated to St. Lawrence Authority and the Borough as set forth in detail in Exhibit E.

E. The total construction-related actual costs of the Interceptor attributable to St. Lawrence Authority and the Borough as set forth in Exhibit F attached hereto and thereby made a part hereof were determined by multiplying it by 6.22%, which is the percentage which the additional capacity flow in the Interceptor reserved for St. Lawrence Authority and the Borough (0.385 mgd) bears to the additional design flow capacity of the Interceptor (6.19 mgd).

F. The sums determined in C, D, and E above were added and represent the total of the construction-related actual costs of the Project attributable to St. Lawrence Authority and the Borough.

G. The capital contribution paid to Exeter Authority by St. Lawrence Authority and the Borough as provided in Section 4.02 hereof was deducted from the total construction-related actual costs of the Project attributable

to St. Lawrence Authority and the Borough calculated under F above and the result represents the net total of the construction-related actual costs of the Project attributable to St. Lawrence Authority and the Borough as set forth in Exhibit G attached hereto and made a part hereof.

H. A proportionate share of financing costs attributable to the net total of the construction-related actual costs of the Project attributable to St. Lawrence Authority and the Borough was determined by dividing the sum determined under G above by the net total of the construction-related actual costs of the Project financed by Exeter Authority with the proceeds of the Exeter Township General Obligation Bond issued to finance the Project and multiplying the result by costs and expenses of financing incurred in connection with any series of sewer revenue bonds issued by Exeter Authority to finance the Project, excluding capitalized interest and the amount of the Debt Service Reserve Fund capitalized for benefit of such sewer revenue bonds, to obtain St. Lawrence Authority's and the Borough's share of financing expenses related to jointly used portions of the Project as set forth in Exhibit H attached hereto and thereby made a part hereof.

I. The amounts determined under G and H above were added and the resulting sum was amortized in a hypothetical bond issue at the net interest cost and over the stated life of the series of General Obligation bonds issued by Exeter Authority to finance the Project in accordance with Exhibit I

attached hereto and made a part hereof to determine the annual sums payable by the Borough for its proportionate share of jointly used portions of the Project financed by Exeter Authority.

Sums payable by the Borough determined as provided above and as set forth in Exhibit I are payable by the Borough semi-annually on May 20 and November 20 of each year, beginning May 20, 1993, to and including November 20, 2022.

Section 4.04 The parties agree that annual payments to be made by the Borough attributable to the Project as provided in Section 4.03 were subject to final adjustment within three (3) months after the receipt of the Exeter Authority of a certificate of its consulting engineer that the Project is complete and that all costs and expenses of construction and financing the Project have been ascertained. Such adjustment was made by recomputing, in accordance with the principles set forth in Section 4.03, using actual costs, the annual payments due from the Borough to the Township. Any increase or decrease in costs of the Project was reflected in the hypothetical bond issue computed in accordance with Section 4.03-1 by amortizing the adjusted increase or decrease reflecting actual costs from the date of the calculation over the remaining life of the series of General Obligation bonds issued to finance the Project.

Section 4.05 The Borough agrees to pay for its proportionate share of operating and maintenance costs for jointly-used portions of the Exeter Sewer

System. To determine the Borough's proportionate share of such costs, the Township shall compute a Treatment Charge as follows:

A. The Township shall determine the total costs and expenses of operation, maintenance, and repair of the Sewage Treatment Plant and other jointly-used portions of the Exeter Sewer System, which hereinafter are referred to as "Shared Operating Costs". Shared Operating Costs shall not include: Sewage collection system operating expenses except those attributable to interceptor sewers used by the Borough; salaries unless directly attributable to the Sewage Treatment Plant or interceptor sewers used by the Borough; billing expenses; engineering services unless directly attributable to the Sewage Treatment Plant or interceptor sewers used by the Borough; sums payable by the Township with respect to debt not related to the Sewage Treatment Plant or interceptor sewers used by the Borough; or miscellaneous services not attributable to the Sewage Treatment Plant or interceptor sewers used by the Borough. Employee benefits included in Shared Operating Costs shall be determined by multiplying total employee benefits by the ratio of payroll costs attributable to the Sewage Treatment Plant and interceptor sewers used by the Borough to total payroll costs.

Any revenues received by the Exeter Authority or the Township during the year under consideration from any agency, department, or body of the Commonwealth of Pennsylvania or the United States or from user strong waste surcharges from the Township's or Borough's customers on account of costs of

operating, repairing, maintaining and/or replacing the Sewage Treatment Plant shall be deducted from the Shared Operating Costs determined in Subsection A above. These revenues shall include, but not be limited to, the following: septage revenues (septage revenues shared with St. Lawrence as a percentage of St. Lawrence flow to total flow through the plant less 1% percent); strong waste surcharges, including laboratory fees and sampling charges; miscellaneous service charges, if the work performed to generate the revenue is included in the Shared Operating Costs; state and Federal grants that are related to currently-existing portions of the Exeter Sewer System and that offset Shared Operating Costs; miscellaneous revenues, if pertaining to Shared Operating Costs; workmen's compensation for non-collection portions of the Exeter Sewer System personnel; refunds of expenses, if the expenses are included in Shared Operating Costs; and compensation for losses, if losses were included in Shared Operating Costs.

B. Shared Operating Costs determined by the Township in Subsection A above shall be divided by the total volume of Sewage flow received at the Sewage Treatment Plant to determine a "Unit Treatment Charge" to be expressed in dollars per thousand gallons of Sewage.

C. The Unit Treatment Charge shall be multiplied by the volume of Sewage discharged from the St. Lawrence Sewer System into the Exeter Sewer System expressed in thousand gallons as measured by the Meters and

adjusted as herein provided for non-metered flows to determine the applicable treatment charges payable by the Borough.

Section 4.06 The Township shall determine, on a quarterly basis, the Sewage Treatment Charges Contemplated by Section 4.05 hereof to be paid by the Borough. In April, July, October and January of each year, the Township shall determine the treatment charges to be paid by the Borough for the preceding three (3) month period. The Treatment Charges shall be calculated in accordance with the procedures set forth in Section 4.05 hereof. To calculate the Treatment Charge for the three (3) month periods preceding April, July and October, the Township shall use the values in the approved Township operating budget to determine Shared Operating Costs. In January of each year, the Township, in consultation with the Borough, shall calculate the Shared Treatment Costs based upon actual operating costs for the preceding year which shall, at that point, be known. In January of each year, the Township, in consultation with the Borough, shall also calculate any adjustments which may apply to the treatment charge that has been calculated during the preceding April, July and October. Bills for the Treatment Charge to be paid by the Borough and to be calculated in accordance with the procedures set forth in Section 4.05 hereof shall be prepared by the Township and sent to the Borough by the end of the months in April, July, October and January of each year. The bill sent by the end of January shall include all adjustments to previous bills calculated in accordance with this Agreement. The

Borough shall pay each bill in full to the Township within thirty (30) days of receipt.

Section 4.07 In addition to the Treatment Charges provided for under Section 4.05 hereof, the Borough shall pay to the Township quarterly a strong waste surcharge (debt service excluded) imposed by any Ordinance of the Township (deleted - and the Borough at the time in effect imposing such a strong strength surcharge.

Section 4.08 Exeter Township shall keep appropriate records and accounts with respect to costs and expenses of operation, maintenance, and repair of the Exeter Sewer System so that determinations which shall be necessary under Section 4.05 can be made promptly, at the required times, with fairness and accuracy. Such records and accounts shall be open to inspection by St. Lawrence Authority and the Borough, upon reasonable notice, at reasonable times. Certified audits of appropriate records and accounts of Exeter Authority or the Township, as appropriate, with respect to the Exeter Sewer System shall be made available to St. Lawrence Authority and the Borough annually.

St. Lawrence Authority or the Borough, as appropriate, shall keep appropriate records and accounts with respect to the St. Lawrence Sewer System, which records and accounts shall be open to inspection by Exeter Authority and the Township, upon reasonable notice, at reasonable times.

ARTICLE V

Miscellaneous

Section 5.01 If, pursuant to any regulations, rules, permits, approvals and/or other orders, standards or requirements of any local, state, or Federal regulatory agency having jurisdiction over treatment and/or disposal of Sewage, Exeter Township is required to upgrade the Sewage Treatment Plant, then St. Lawrence Authority and the Borough shall pay a proportionate share of the costs of any such upgrading, calculated in a manner consistent herewith for sharing costs of the expansion to 7.1 MGD. The parties hereto agree to enter into a supplement hereto in order to implement and carry out the intent and purpose of the foregoing.

Section 5.02 St. Lawrence Authority and the Borough agree that the rules and regulations to be adopted governing the installation of laterals and main sewers connecting properties in the Borough to the St. Lawrence Sewer System shall be at least as stringent as requirements for like installations adopted by Exeter Authority or the Township, as appropriate. The Borough shall be informed of all Exeter ordinance revisions.

St. Lawrence Authority continually shall provide Exeter Authority an the Township with a complete set of record drawings of the St. Lawrence Sewer System, showing complete information as to location, grade and depth of lines, location of manholes, and other similar relevant information.

Exeter Authority and the Township continually shall provide St. Lawrence Authority and the Borough with a complete set of record drawings of the Exeter Sewer System, showing complete information as to location, grade and depth of lines, location of manholes, and other similar relevant information.

Section 5.03 The Borough grants to Exeter Authority and the Township, and their respective successors and assigns, all easements, rights-of-way, and other rights necessary and desirable in, along, over, and under streets, roads, lanes, courts, public squares, alleys, and highways of the Borough in, along, over, or under which the Exeter Sewer System has been constructed, together with free ingress, egress, and regress therein and thereto, along with other persons having interests or rights therein, for use in connection with constructing, replacing, repairing, altering, maintaining, and operating the Exeter Sewer System. Exeter Authority and the Township shall repair or restore such streets, roads, lanes, courts, public squares, alleys, and highways of the Borough in accordance with the standards of the Pennsylvania Department of Transportation with respect to similar repair of comparably constructed state highways, and shall maintain said streets, roads, lanes, courts, public squares, alleys, and highways for a period of one (1) year after such repair or restoration.

Section 5.04 St. Lawrence Authority and the Borough agree to furnish or to cause to be furnished to the Township all information deemed essential by the Township for determination of the character and strength of

Sewage discharged from the St. Lawrence Sewer System into the Exeter Sewer System.

Exeter Authority and the Township agrees to furnish or to cause to be furnished to St. Lawrence Authority and the Borough, all information deemed essential by St. Lawrence Authority and the Borough, as appropriate, for determination of the character and strength of Sewage discharged into the Exeter Sewer System.

Exeter Authority and the Township, as appropriate, shall provide authorized representatives of St. Lawrence Authority or the Borough with access at reasonable times to the Exeter Sewer System in order to assure compliance with the terms of this Agreement.

Section 5.05 Exeter Authority and the Township, as appropriate, covenant and agrees that they will:

- (a) maintain the Exeter Sewer System in good repair, working order, and condition;
- (b) continuously operate the same;
- (c) from time to time make all necessary repairs, renewals, and replacements thereof and all necessary improvements thereto in order to maintain adequate service; and
- (d) comply with all present and future laws, rules, regulations, permits, orders, and requirements lawfully made by the

Pennsylvania Department of Environmental Protection or any other governmental body having jurisdiction.

Section 5.06 St. Lawrence Authority and the Borough, as appropriate, covenant and agree that they will:

- (a) maintain the St. Lawrence Sewer System in good repair, working order, and condition;
- (b) continuously operate the same;
- (c) from time to time make all necessary repairs, renewals, and replacements thereof and all improvements thereto in order to maintain adequate service; and
- (d) comply with all present and future laws, rules, regulations, permits, orders, and requirements lawfully made by the Pennsylvania Department of Environmental Protection or any other governmental body having jurisdiction.

Section 5.07 Exeter Authority and the Township may enter into any new or additional agreement concerning transportation, treatment, and disposal by Exeter Township of Sewage from any other municipality; provided, however, that no such new or additional agreement shall impair the ability of Exeter Authority or the Township, as appropriate, to receive, transport, treat and dispose of Sewage collected in the St. Lawrence Sewer System in accordance with the terms of this Agreement.

Section 5.08 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 of dispute shall be referred to three registered consulting engineers, one to be appointed by Exeter Authority and the Township, one to be appointed by St. Lawrence Authority and the Borough 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 of Berks County, Pennsylvania, shall appoint the third arbitrator. The 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 of its own appointee and one-half of the costs of the third arbitrator.

Section 5.09 This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

Section 5.10 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized appropriate officers and their

respective seals to be affixed hereunto, all as of the day and year first above written.

EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY

ATTEST:

Eva M. Wald
Secretary

By: L. J. D. [Signature]
Chairman

(SEAL)

TOWNSHIP OF EXETER, Berks County, Pennsylvania

ATTEST:

[Signature]
Secretary

By: [Signature]
Chairman of Board of Supervisors

(SEAL)

ST. LAWRENCE BOROUGH AUTHORITY

ATTEST:

M. K. Reichard
Secretary

By: Harold C. W. [Signature]
Chairman

(SEAL)

BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania

Attest

M. K. Reichard
Secretary

By: John C. [Signature]
Mayor

By: Warren [Signature]
President of Counsel

(SEAL)

EXHIBIT B
EXPANSION AND ALTERATIONS TO THE WASTEWATER TREATMENT PLANT
CONTRACT ONE COST ALLOCATIONS

ITEM NO.	CONTRACT ONE - GENERAL CONSTRUCTION		EXPANSION %	ALTERATIONS %	EXPANSION \$	ALTERATIONS \$
	DESCRIPTION	TOTAL BID AMOUNT				
1	Erosion and Sediment Pollution Control Work, Complete	\$100,000.00	100	0	100,000	0
2	Demolition and Removal of Existing Facilities, Complete	\$100,000.00	100	0	100,000	0
3	Pavement and Site Work, Complete	\$175,000.00	100	0	175,000	0
4	Headworks Building, Complete	\$750,000.00	70	30	525,000	225,000
5	Operations Building, Complete	\$400,000.00	49.3	50.7	197,000	203,000
6	Garage, Complete	\$400,000.00	49.3	50.7	197,000	203,000
7	Primary Settling Tanks No. 1-4, Complete	\$1,800,000.00	100	0	1,800,000	0
8	Second Stage Aeration Tanks No. 1-3, Complete	\$3,285,000.00	100	0	3,285,000	0
9	Final Clarifiers No. 3,4 & Final Clarifier Pumping Station No. 2, Complete	\$1,200,000.00	100	0	1,200,000	0
10	Chlorine Contact Tanks, No. 5,6, Complete	\$500,000.00	100	0	500,000	0
11	Sludge Holding Tank, Complete	\$250,000.00	49.3	50.7	123,000	127,000
12	Metering Chamber No. 2, Complete	\$50,000.00	49.3	50.7	25,000	25,000
13	Primary Effluent Distribution Chamber, Complete	\$50,000.00	100	0	50,000	0
14	Final Clarifier Distribution Chamber, Complete	\$75,000.00	100	0	75,000	0
15	Aeration Distribution Chamber	\$50,000.00	100	0	50,000	0
16	Alteration to Exist. Metering Chamber No. 1, Complete	\$5,000.00	0	100	0	5,000
17	Alteration to Exist. Nitrification Aeration Tanks (First Stage Aeration Tanks), and Repairs to Existing Aeration Tanks, Complete	\$50,000.00	70	30	35,000	15,000
18	Alterations to Exist. Secondary Clarifier No. 3 to New Sludge Thickener, Complete	\$75,000.00	49.3	50.7	37,000	38,000
19	Alterations to Exist. Primary & Secondary Digesters & Exist. House (Primary Digester No. 1,2 and Control House), Complete	\$300,000.00	49.3	50.7	148,000	152,000
20	Alterations to Exist. Nitrification Clarifiers No. 1,2 and Exist. Nitrification Sludge Pump Station (Final Clarifiers No. 1,2 and Final Clarifier Pump Station No. 1), Complete	\$100,000.00	70	30	70,000	30,000
21	Alterations to Exist. Filter Building (Dewatering Building), Complete	\$750,000.00	49.3	50.7	370,000	380,000
22	Alterations to Exist. Plant Pumping Station, Complete	\$500,000.00	100	0	500,000	0
23	Alterations to Exist. Utility Building, Complete	\$20,000.00	100	0	20,000	0
24	Plant Outfall Sewer, Complete	\$75,000.00	100	0	75,000	0
25	Outside Piping, Complete	\$2,000,000.00	100	0	2,000,000	0
26	Process Monitoring and Control Systems, Complete	\$550,000.00	49.3	50.7	271,000	279,000
27	Allowance for Laboratory Tests	\$30,000.00	100	0	30,000	0
TOTAL AMOUNT OF BID (Sum of Item Nos. 1 through 27)		\$13,640,000.00			\$11,958,000	\$1,682,000
Overall Percentage					87.7%	12.3%

EXHIBIT C

EXPANSION AND ALTERATIONS TO THE WASTEWATER TREATMENT PLANT CONSTRUCTION RELATED COST ALLOCATIONS

- Low Bidders Amount (Contracts 2, 3 and 4)

Contract 2	-	\$304,441		
Contract 3	-	596,000		
Contract 4	-	<u>2,362,000</u>		
		\$3,262,441		
•	Expansion	-	$\$3,262,441 \times .877^{(1)} =$	\$ 2,861,161
•	Alterations	-	$\$3,262,441 \times .123^{(1)} =$	\$ 401,280

- Project Related Costs

•	Design and Construction Phase Engineering Services			\$3,080,800
•	Start Up, Training, O & M Manual			210,000
•	Equipment Purchases			260,000
•	Contingencies			<u>1,187,559</u>
				\$4,738,359
•	Expansion	-	$\$4,738,359 \times .877^{(1)} =$	\$ 4,155,541
•	Alterations	-	$\$4,738,359 \times .123^{(1)} =$	\$ 582,818

EXHIBIT C

EXPANSION AND ALTERATIONS TO THE WASTEWATER TREATMENT PLANT CONSTRUCTION RELATED COST ALLOCATIONS (Continued)

● Summary - Total Construction Related Costs - Wastewater Treatment Plant

	<u>Expansion</u>	<u>Alterations</u>
Contract 1	\$11,958,000	\$1,682,000
Contracts 2, 3, 4	2,861,161	401,280
Project Related Costs	<u>4,155,541</u>	<u>582,818</u>
TOTAL	\$18,974,702	\$2,666,098

⁽¹⁾See Exhibit B

EXHIBIT D

ALTERATIONS TO THE WASTEWATER TREATMENT PLANT TOTAL CONSTRUCTION RELATED COSTS - ST. LAWRENCE SHARE

• TOTAL CONSTRUCTION RELATED COSTS - ALTERATIONS TO THE WASTEWATER TREATMENT PLANT	
Contract 1	\$1,682,000 ⁽¹⁾
Contracts 2, 3 & 4	401,280 ⁽²⁾
Project Related Costs	<u>582,818⁽²⁾</u>
TOTAL PROJECT COSTS	\$2,666,098

St. Lawrence flow in existing plant = 0.462 mgd

Total design plant flow = 7.1 mgd

St. Lawrence % = $\frac{.462 \text{ mgd}}{7.1 \text{ mgd}} = 6.51\%$

ST. LAWRENCE SHARE OF THE ALTERATIONS PORTION OF THE PROJECT =
 $0.0651 \times \$2,666,098 = \$173,563$

⁽¹⁾See Exhibit B

⁽²⁾See Exhibit C

**EXHIBIT E
WASTEWATER TREATMENT PLANT EXPANSION
CONSTRUCTION RELATED COST ALLOCATIONS**

23-Dec-92

ITEM NO.	CONTRACT ONE - GENERAL CONSTRUCTION DESCRIPTION	Percentage (%)				Construction Costs (\$) - Contract One				
		Flow	BOD	SS	NH3-N	(1) Total	Flow	BOD	SS	NH3-N
1	Erosion and Sediment Pollution Control Work, Complete	30	30	30	10	100,000	30,000	30,000	30,000	10,000
2	Demolition and Removal of Existing Facilities, Complete	30	30	30	10	100,000	30,000	30,000	30,000	10,000
3	Pavement and Site Work, Complete	30	30	30	10	175,000	52,500	52,500	52,500	17,500
4	Headworks Building, Complete	35	35	20	10	525,000	183,800	183,700	105,000	52,500
5	Operations Building, Complete	30	30	30	10	197,000	59,100	59,100	59,100	19,700
6	Garage, Complete	35	30	30	5	197,000	69,900	59,100	59,100	9,900
7	Primary Settling Tanks No. 1-4, Complete	80	0	20	0	1,800,000	1,440,000	0	360,000	0
8	Second Stage Aeration Tanks No. 1-3, Complete	20	70	0	10	3,285,000	657,000	2,299,500	0	328,500
9	Final Clarifiers No. 3,4 & Final Clarifier Pumping Station No. 2, Complete	50	15	30	5	1,200,000	600,000	180,000	360,000	60,000
10	Chlorine Contact Tanks, No. 5,6, Complete	100	0	0	0	500,000	500,000	0	0	0
11	Sludge Holding Tank, Complete	0	35	60	5	123,000	0	43,100	73,800	6,100
12	Metering Chamber No. 2, Complete	100	0	0	0	25,000	25,000	0	0	0
13	Primary Effluent Distribution Chamber, Complete	45	25	25	5	50,000	22,500	12,500	12,500	2,500
14	Final Clarifier Distribution Chamber, Complete	45	25	25	5	75,000	33,800	18,800	18,800	3,600
15	Aeration Distribution Chamber	45	25	25	5	50,000	22,500	12,500	12,500	2,500
16	Alteration to Exist. Metering Chamber No. 1, Complete	0	0	0	0	0	0	0	0	0
17	Alteration to Exist. Nitrification Aeration Tanks (First Stage Aeration Tanks), and Repairs to Existing Aeration Tanks, Complete	20	70	0	10	35,000	7,000	24,500	0	3,500
18	Alterations to Exist. Secondary Clarifier No. 3 to New Sludge Thickener, Complete	0	35	60	5	37,000	0	13,000	22,200	1,800
19	Alterations to Exist. Primary & Secondary Digesters & Exist. House (Primary Digester No. 1,2 and Control House), Complete	0	35	60	5	148,000	0	51,800	88,800	7,400
20	Alterations to Exist. Nitrification Clarifiers No. 1,2 and Exist. Nitrification Sludge Pump Station (Final Clarifiers No. 1,2 and Final Clarifier Pump Station No. 1), Complete	50	15	30	5	70,000	35,000	10,500	21,000	3,500
21	Alterations to Exist. Filter Building (Dewatering Building), Complete	0	35	60	5	370,000	0	129,500	222,000	18,500
22	Alterations to Exist. Plant Pumping Station, Complete	100	0	0	0	500,000	500,000	0	0	0
23	Alterations to Exist. Utility Building, Complete	35	30	30	5	20,000	7,000	6,000	6,000	1,000
24	Plant Outfall Sewer, Complete	100	0	0	0	75,000	75,000	0	0	0
25	Outside Piping, Complete	45	25	25	5	2,000,000	900,000	500,000	500,000	100,000
26	Process Monitoring and Control Systems, Complete	35	30	30	5	271,000	94,900	81,300	81,300	13,500
27	Allowance for Laboratory Tests	35	30	30	5	30,000	10,500	9,000	9,000	1,500
TOTAL CONTRACT ONE						\$11,958,000	\$5,354,500	\$3,806,400	\$2,123,600	\$673,500
Percent of Total						-----	44.8%	31.8%	17.8%	5.6%
(2) Contracts 2, 3, and 4						\$2,861,161	\$1,281,800	\$909,849	\$509,287	\$160,225
(2) Project Related Costs						\$4,155,541	\$1,861,682	\$1,321,482	\$739,686	\$232,711
TOTAL CONSTRUCTION RELATED COSTS						\$18,974,702	\$8,497,982	\$6,037,711	\$3,372,573	\$1,068,436

(1) See Exhibit B
(2) See Exhibit C

Additional Plant Loadings:
 Flow (mgd) = 3.5 (7.1 - 3.6)
 BOD (ppd) = 6,250 (9,850 - 3,800)
 SS (ppd) = 6,550 (10,850 - 4,300)
 NH3-N (ppd) = 620 (1,130 - 510)

Cost Breakdown:
 Flow \$2,428 / 1,000 gal
 BOD \$96,603 / 100 lbs
 SS \$51,490 / 100 lbs
 NH3-N \$172,006 / 100 lbs

FILE: EXTRACTS

EXHIBIT E

WASTEWATER TREATMENT PLANT EXPANSION CONSTRUCTION RELATED COST ALLOCATIONS (Continued)

- St. Lawrence additional loading costs
 - BOD - Additional 409 lbs/day
Cost = $4.09(100)\text{lbs/day} \times \$96,603/100 \text{ lbs/day} =$ \$395,106
 - S.S. - Additional 372 lbs/day
Cost = $3.72 (100)\text{lbs/day} \times \$51,490/100 \text{ lbs/day} =$ \$191,543
- Total Additional Loading Costs = \$586,649

EXHIBIT F

ANTIETAM INTERCEPTOR - ST. LAWRENCE SHARE

• Original Capacity of Antietam Interceptor	4.11 mgd
• Original Capacity for St. Lawrence in Plant (2nd Supplemental Agreement)	0.308 mgd
• Original Capacity for St. Lawrence in Antietam Interceptor (2nd Supplemental Agreement) (0.308 mgd x 2.5) = 0.77 mgd	0.77 mgd
• Current Capacity for St. Lawrence in Plant (3rd Supplemental Agreement)	0.462 mgd
• Required Capacity for St. Lawrence in Antietam Interceptor (0.462 mgd x 2.5)	1.155 mgd
• Additional Capacity Required for St. Lawrence in Antietam Interceptor (1.155 mgd - 0.77 mgd)	0.385 mgd
• New Total Capacity of Antietam Interceptor	10.3 mgd
• Project Costs - Antietam Interceptor	
• Edw. McGinn (Contractor)	\$1,419,700
• Design and Construction Services	304,300
• Legal and Rights of Way	<u>14,000</u>
	\$1,738,000
• Cost Sharing for Capacity in Antietam Interceptor for St. Lawrence	
St. Lawrence Share for 0.385 mgd capacity = \$1,738,000 x $\frac{(1.155 \text{ mgd} - 0.77 \text{ mgd})}{(10.3 \text{ mgd} - 4.11 \text{ mgd})}$	
	= <u>\$108,099</u>

EXHIBIT G

ST. LAWRENCE'S NET TOTAL OF THE CONSTRUCTION RELATED COSTS

• Construction Related Costs		
• Alterations to the Wastewater Treatment Plant	\$	173,563 ⁽¹⁾
• Additional Loading Capacity	\$	586,649 ⁽²⁾
• Antietam Interceptor Capacity	\$	<u>108,099⁽²⁾</u>
Total Construction Related Costs	\$	868,311
• St. Lawrence's Capital Contribution	\$	641,250
• St. Lawrence's Net Total of the Construction Related Costs	\$	227,061

⁽¹⁾See Exhibit D

⁽²⁾See Exhibit E

⁽³⁾See Exhibit F

EXHIBIT H

EXPANSION AND ALTERATIONS TO THE WASTEWATER TREATMENT PLANT ST. LAWRENCE'S FINANCING COSTS

- Financing Costs

● Original Issue Discount	\$344,631
● Issuance Costs and Miscellaneous	<u>923,365</u>
	\$1,267,996

- Construction Related Costs (excluding financing costs)

Wastewater Treatment Plant	\$21,640,800
Baumstown	<u>4,258,900</u>
	\$25,899,700

$$\text{Wastewater Treatment Plant \%} = \frac{\$21,640,800}{\$25,899,700} = 83.6\%$$

- Financing Costs for Wastewater Treatment Plant =
 $\$1,267,996 \times .836 =$ \$1,060,045

- St. Lawrence's Financing Costs

$$\frac{\$227,061^{(1)}}{\$21,640,800} \times \$1,060,045 = \$11,122$$

⁽¹⁾See Exhibit G

EXHIBIT I

EXPANSION AND ALTERATIONS TO THE WASTEWATER TREATMENT PLANT ST. LAWRENCE'S ANNUAL PAYMENTS

• St. Lawrence Amount to be Financed	
• Net Total of the Construction Related Costs ⁽¹⁾	\$227,061
• Financing Costs ⁽²⁾	<u>\$ 11,122</u>
Total Amount to be Financed	\$238,183

⁽¹⁾See Exhibit G

⁽²⁾See Exhibit H

Exhibit I (continued)
St Lawrence Debt Service Agreement

Debt To Be Amortized : **\$238,183.00** **Semiannual Payment :** **\$8,841.08**

<u>Date</u>	<u>Principal Maturity</u>	<u>Net Interest Cost</u>	<u>Interest</u>	<u>Debt Service</u>	<u>Annual Debt Service</u>
20-May-93	1,393.98	6.253%	7,447.10	8,841.08	
20-Nov-93	1,437.56	6.253%	7,403.51	8,841.08	17,682.15
20-May-94	1,482.51	6.253%	7,358.57	8,841.08	
20-Nov-94	1,528.86	6.253%	7,312.21	8,841.08	17,682.15
20-May-95	1,576.66	6.253%	7,264.41	8,841.08	
20-Nov-95	1,625.96	6.253%	7,215.11	8,841.08	17,682.15
20-May-96	1,676.80	6.253%	7,164.28	8,841.08	
20-Nov-96	1,729.23	6.253%	7,111.85	8,841.08	17,682.15
20-May-97	1,783.29	6.253%	7,057.78	8,841.08	
20-Nov-97	1,839.05	6.253%	7,002.03	8,841.08	17,682.15
20-May-98	1,896.55	6.253%	6,944.53	8,841.08	
20-Nov-98	1,955.85	6.253%	6,885.23	8,841.08	17,682.15
20-May-99	2,017.00	6.253%	6,824.08	8,841.08	
20-Nov-99	2,080.06	6.253%	6,761.01	8,841.08	17,682.15
20-May-2000	2,145.10	6.253%	6,695.98	8,841.08	
20-Nov-2000	2,212.17	6.253%	6,628.91	8,841.08	17,682.15
20-May-2001	2,281.33	6.253%	6,559.74	8,841.08	
20-Nov-2001	2,352.66	6.253%	6,488.41	8,841.08	17,682.15
20-May-2002	2,426.22	6.253%	6,414.85	8,841.08	
20-Nov-2002	2,502.08	6.253%	6,338.99	8,841.08	17,682.15
20-May-2003	2,580.31	6.253%	6,260.76	8,841.08	
20-Nov-2003	2,660.99	6.253%	6,180.09	8,841.08	17,682.15
20-May-2004	2,744.19	6.253%	6,096.89	8,841.08	
20-Nov-2004	2,829.99	6.253%	6,011.09	8,841.08	17,682.15
20-May-2005	2,918.47	6.253%	5,922.60	8,841.08	
20-Nov-2005	3,009.72	6.253%	5,831.35	8,841.08	17,682.15
20-May-2006	3,103.83	6.253%	5,737.25	8,841.08	
20-Nov-2006	3,200.87	6.253%	5,640.21	8,841.08	17,682.15
20-May-2007	3,300.95	6.253%	5,540.13	8,841.08	
20-Nov-2007	3,404.16	6.253%	5,436.92	8,841.08	17,682.15
20-May-2008	3,510.59	6.253%	5,330.48	8,841.08	
20-Nov-2008	3,620.36	6.253%	5,220.72	8,841.08	17,682.15
20-May-2009	3,733.55	6.253%	5,107.52	8,841.08	
20-Nov-2009	3,850.29	6.253%	4,990.79	8,841.08	17,682.15
20-May-2010	3,970.67	6.253%	4,870.41	8,841.08	
20-Nov-2010	4,094.82	6.253%	4,746.26	8,841.08	17,682.15
20-May-2011	4,222.85	6.253%	4,618.23	8,841.08	
20-Nov-2011	4,354.88	6.253%	4,486.19	8,841.08	17,682.15
20-May-2012	4,491.04	6.253%	4,350.03	8,841.08	
20-Nov-2012	4,631.46	6.253%	4,209.62	8,841.08	17,682.15
20-May-2013	4,776.27	6.253%	4,064.81	8,841.08	
20-Nov-2013	4,925.60	6.253%	3,915.47	8,841.08	17,682.15
20-May-2014	5,079.61	6.253%	3,761.47	8,841.08	
20-Nov-2014	5,238.43	6.253%	3,602.65	8,841.08	17,682.15
20-May-2015	5,402.22	6.253%	3,438.86	8,841.08	
20-Nov-2015	5,571.12	6.253%	3,269.95	8,841.08	17,682.15
20-May-2016	5,745.31	6.253%	3,095.76	8,841.08	
20-Nov-2016	5,924.95	6.253%	2,916.13	8,841.08	17,682.15
20-May-2017	6,110.20	6.253%	2,730.88	8,841.08	
20-Nov-2017	6,301.24	6.253%	2,539.83	8,841.08	17,682.15
20-May-2018	6,498.26	6.253%	2,342.82	8,841.08	
20-Nov-2018	6,701.43	6.253%	2,139.64	8,841.08	17,682.15
20-May-2019	6,910.96	6.253%	1,930.11	8,841.08	
20-Nov-2019	7,127.04	6.253%	1,714.03	8,841.08	17,682.15
20-May-2020	7,349.88	6.253%	1,491.20	8,841.08	
20-Nov-2020	7,579.68	6.253%	1,261.39	8,841.08	17,682.15
20-May-2021	7,816.67	6.253%	1,024.40	8,841.08	
20-Nov-2021	8,061.07	6.253%	780.01	8,841.08	17,682.15
20-May-2022	8,313.11	6.253%	527.97	8,841.08	
20-Nov-2022	8,573.03	6.253%	268.05	8,841.08	17,682.15
	<u>\$238,183.00</u>		<u>\$292,281.53</u>	<u>\$530,464.53</u>	<u>\$530,464.53</u>

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

Debt to Be Amortized: \$238,183.00

Semiannual Payment: \$8,841.08

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
20-May, 83	1,393.98	6.253%	7,447.10	8,841.08	
20-Nov, 93	1,437.56	6.253%	7,403.51	8,841.08	17,682.15
20-May, 94	1,482.51	6.253%	7,358.57	8,841.08	
20-Nov, 94	1,528.86	6.253%	7,312.21	8,841.08	17,682.15
20-May, 95	1,576.66	6.253%	7,264.41	8,841.08	
20-Nov, 95	1,625.96	6.253%	7,215.11	8,841.08	17,682.15
20-May, 96	1,676.80	6.253%	7,164.28	8,841.08	
20-Nov, 96	1,729.23	6.253%	7,111.85	8,841.08	17,682.15
20-May, 97	1,783.29	6.253%	7,057.78	8,841.08	

Bonds Refinanced

Balance of Debt to Be Amortized: \$223,948.15

Semiannual Payment: \$7,962.65

20-Nov, 97	2,160.15	5.182%	5,802.50	7,962.65	16,803.73
20-May, 98	2,216.12	5.182%	5,746.53	7,962.65	
20-Nov, 98	2,273.54	5.182%	5,689.11	7,962.65	15,925.30
20-May, 99	2,332.45	5.182%	5,630.20	7,962.65	
20-Nov, 99	2,392.88	5.182%	5,569.77	7,962.65	15,925.30
20-May, 2000	2,454.88	5.182%	5,507.77	7,962.65	
20-Nov, 2000	2,518.49	5.182%	5,444.16	7,962.65	15,925.30
20-May, 2001	2,583.74	5.182%	5,378.91	7,962.65	
20-Nov, 2001	2,650.69	5.182%	5,311.96	7,962.65	15,925.30
20-May, 2002	2,719.37	5.182%	5,243.28	7,962.65	
20-Nov, 2002	2,789.83	5.182%	5,172.82	7,962.65	15,925.30
20-May, 2003	2,862.11	5.182%	5,100.54	7,962.65	
20-Nov, 2003	2,936.27	5.182%	5,026.38	7,962.65	15,925.30
20-May, 2004	3,012.35	5.182%	4,950.30	7,962.65	
20-Nov, 2004	3,090.40	5.182%	4,872.25	7,962.65	15,925.30
20-May, 2005	3,170.47	5.182%	4,792.18	7,962.65	
20-Nov, 2005	3,252.62	5.182%	4,710.03	7,962.65	15,925.30
20-May, 2006	3,336.89	5.182%	4,625.76	7,962.65	
20-Nov, 2006	3,423.35	5.182%	4,539.30	7,962.65	15,925.30
20-May, 2007	3,512.05	5.182%	4,450.60	7,962.65	
20-Nov, 2007	3,603.05	5.182%	4,359.60	7,962.65	15,925.30
20-May, 2008	3,696.40	5.182%	4,266.25	7,962.65	
20-Nov, 2008	3,792.18	5.182%	4,170.47	7,962.65	15,925.30
20-May, 2009	3,890.43	5.182%	4,072.22	7,962.65	
20-Nov, 2009	3,991.23	5.182%	3,971.42	7,962.65	15,925.30
20-May, 2010	4,094.64	5.182%	3,868.01	7,962.65	
20-Nov, 2010	4,200.74	5.182%	3,761.91	7,962.65	15,925.30
20-May, 2011	4,309.58	5.182%	3,653.07	7,962.65	
20-Nov, 2011	4,421.24	5.182%	3,541.41	7,962.65	15,925.30
20-May, 2012	4,535.79	5.182%	3,428.86	7,962.65	
20-Nov, 2012	4,653.32	5.182%	3,309.33	7,962.65	15,925.30
20-May, 2013	4,773.88	5.182%	3,188.77	7,962.65	
20-Nov, 2013	4,897.57	5.182%	3,065.08	7,962.65	15,925.30
20-May, 2014	5,024.47	5.182%	2,938.18	7,962.65	
20-Nov, 2014	5,154.65	5.182%	2,808.00	7,962.65	15,925.30
20-May, 2015	5,288.21	5.182%	1 2,674.44	7,962.65	

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

20-Nov, 2015	5,425.23	5.182%	2,537.42	7,962.65	15,925.30
20-May, 2016	5,565.80	5.182%	2,396.85	7,962.65	
20-Nov, 2016	5,710.01	5.182%	2,262.64	7,962.65	15,925.30
20-May, 2017	5,857.95	5.182%	2,104.70	7,962.65	
20-Nov, 2017	6,009.73	5.182%	1,952.92	7,962.65	15,925.30
20-May, 2018	6,165.44	5.182%	1,797.21	7,962.65	
20-Nov, 2018	6,325.19	5.182%	1,637.46	7,962.65	15,925.30
20-May, 2019	6,489.08	5.182%	1,473.57	7,962.65	
20-Nov, 2019	6,657.21	5.182%	1,305.44	7,962.65	15,925.30
20-May, 2020	6,829.70	5.182%	1,132.95	7,962.65	
20-Nov, 2020	7,006.65	5.182%	956.00	7,962.65	15,925.30
20-May, 2021	7,188.20	5.182%	774.45	7,962.65	
20-Nov, 2021	7,374.44	5.182%	588.21	7,962.65	15,925.30
20-May, 2022	7,565.51	5.182%	397.14	7,962.65	
20-Nov, 2022	7,761.98	5.182%	201.11	7,963.09	15,925.30

Exeter Township
4975 DeMoss Road
Reading, PA 19606

Phone:
(610) 779-5660

Fax:
(610) 779-5950

FAX COMMUNICATION

DATE: April 23, 2003

TO: Susan Ramaley
Borough of St. Lawrence
(610) 779-9148

FROM: Troy S. Bingaman

SUBJECT: Debt Service Schedule

Number of Pages Including Cover 3

MESSAGE: Following is the new Debt Service Exhibit, let me know if you see any problems. If you have any questions or are unable to read any part of this transmission please call me at (610)779-5660. Thank You!

EXHIBIT I (continued)

St. Lawrence Debt Service Agreement

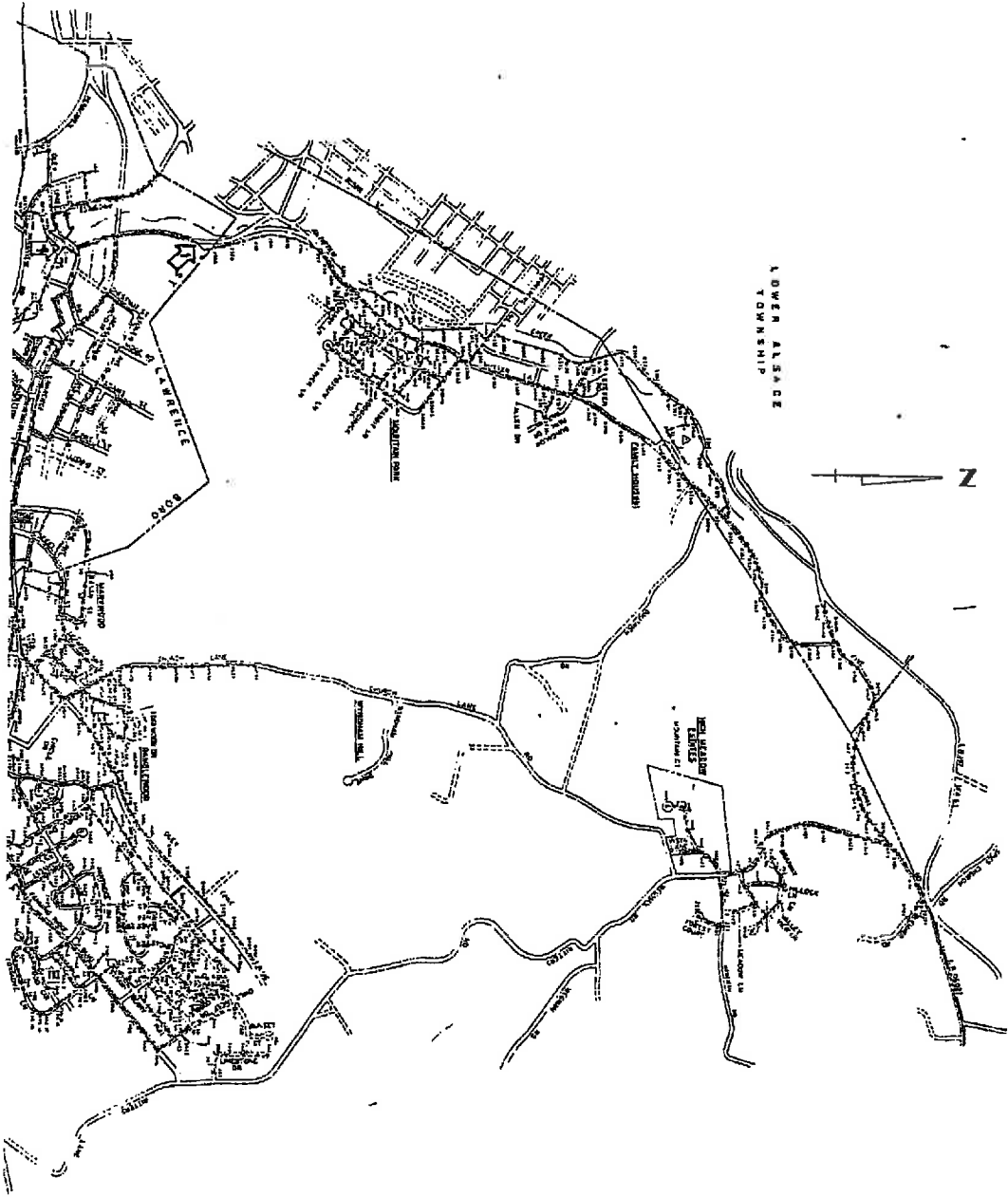
Debt To Be Amortized: \$238,183.00

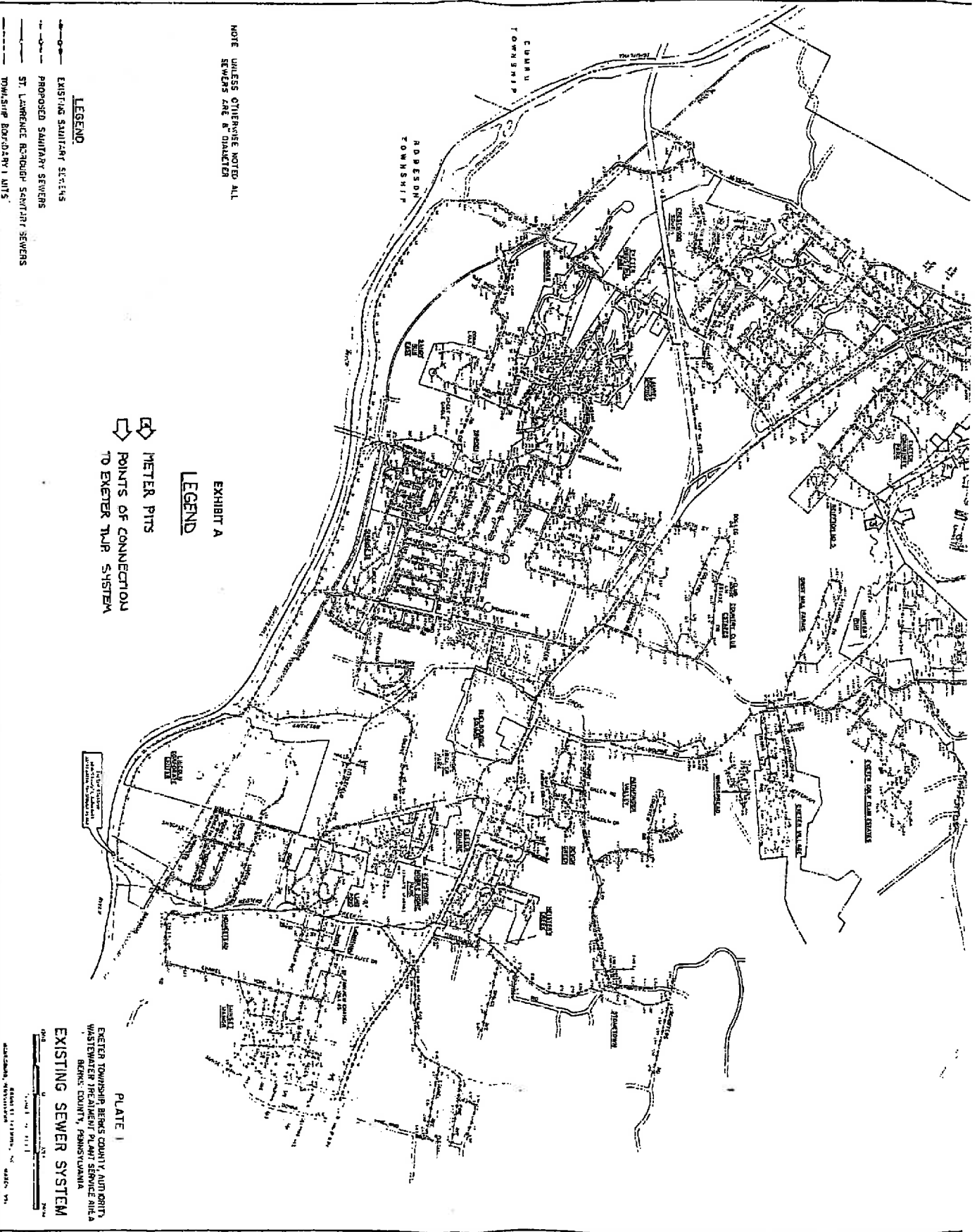
Semiannual Payment: \$8,841.08

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
20-May, 93	1,393.98	6.253%	7,447.10	8,841.08	
20-Nov, 93	1,437.56	6.253%	7,403.54	8,841.08	17,682.15
20-May, 94	1,482.51	6.253%	7,359.57	8,841.08	
20-Nov, 94	1,528.86	6.253%	7,312.21	8,841.08	17,682.15
20-May, 95	1,576.66	6.253%	7,264.44	8,841.08	
20-Nov, 95	1,625.96	6.253%	7,215.11	8,841.08	17,682.15
20-May, 96	1,676.80	6.253%	7,164.26	8,841.08	
20-Nov, 96	1,729.23	6.253%	7,111.85	8,841.08	17,682.15
20-May, 97	1,783.29	6.253%	7,057.78	8,841.08	
Bonds Refinanced					
20-Nov, 97	2,160.15	5.182%	5,802.50	7,962.65	16,503.73
20-May, 98	2,216.12	5.182%	5,746.53	7,962.65	
20-Nov, 98	2,273.54	5.182%	5,689.11	7,962.65	15,925.30
20-May, 99	2,332.45	5.182%	5,630.20	7,962.65	
20-Nov, 99	2,392.83	5.182%	5,569.77	7,962.65	15,925.30
20-May, 2000	2,454.68	5.182%	5,507.77	7,962.65	
20-Nov, 2000	2,518.49	5.182%	5,444.16	7,962.65	15,925.30
20-May, 2001	2,583.74	5.182%	5,378.91	7,962.65	
20-Nov, 2001	2,650.69	5.182%	5,311.95	7,962.65	15,925.30
20-May, 2002	2,719.37	5.182%	5,243.26	7,962.65	
20-Nov, 2002	2,789.83	5.182%	5,172.82	7,962.65	15,925.30
20-May, 2003	2,862.11	5.182%	5,100.54	7,962.65	
20-Nov, 2003	2,936.27	5.182%	5,026.38	7,962.65	15,925.30
20-May, 2004	3,012.35	5.182%	4,950.33	7,962.65	
20-Nov, 2004	3,090.40	5.182%	4,872.25	7,962.65	15,925.30
20-May, 2005	3,170.47	5.182%	4,792.18	7,962.65	
20-Nov, 2005	3,252.62	5.182%	4,710.05	7,962.65	15,925.30
20-May, 2006	3,336.89	5.182%	4,625.76	7,962.65	
20-Nov, 2006	3,423.35	5.182%	4,539.30	7,962.65	15,925.30
20-May, 2007	3,512.05	5.182%	4,450.60	7,962.65	
20-Nov, 2007	3,603.06	5.182%	4,359.60	7,962.65	15,925.30
20-May, 2008	3,696.40	5.182%	4,266.25	7,962.65	
20-Nov, 2008	3,792.18	5.182%	4,170.47	7,962.65	15,925.30
20-May, 2009	3,890.43	5.182%	4,072.22	7,962.65	
20-Nov, 2009	3,991.23	5.182%	3,971.42	7,962.65	15,925.30
20-May, 2010	4,094.84	5.182%	3,868.01	7,962.65	
20-Nov, 2010	4,200.74	5.182%	3,761.91	7,962.65	15,925.30
20-May, 2011	4,309.58	5.182%	3,653.07	7,962.65	
20-Nov, 2011	4,421.24	5.182%	3,541.41	7,962.65	15,925.30
20-May, 2012	4,535.79	5.182%	3,426.86	7,962.65	
20-Nov, 2012	4,653.32	5.182%	3,309.33	7,962.65	15,925.30
20-May, 2013	4,773.85	5.182%	3,188.77	7,962.65	
20-Nov, 2013	4,897.57	5.182%	3,065.08	7,962.65	15,925.30
20-May, 2014	5,024.47	5.182%	2,938.18	7,962.65	
20-Nov, 2014	5,154.65	5.182%	2,809.00	7,962.65	15,925.30
20-May, 2015	5,288.21	5.182%	2,674.44	7,962.65	
20-Nov, 2015	5,425.23	5.182%	2,537.42	7,962.65	15,925.30
20-May, 2016	5,565.80	5.182%	2,396.85	7,962.65	
20-Nov, 2016	5,710.01	5.182%	2,252.64	7,962.65	15,925.30

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

Debt To Be Amortized: \$238,183.00		Semiannual Payment: \$8,841.08			
20-May, 2017	5,857.95	5.182%	2,104.70	7,962.65	
20-Nov, 2017	6,008.73	5.182%	1,952.92	7,962.65	15,925.30
20-May, 2018	6,165.44	5.182%	1,797.21	7,962.65	
20-Nov, 2018	6,325.19	5.182%	1,637.46	7,962.65	15,925.30
20-May, 2019	6,489.08	5.182%	1,473.57	7,962.65	
20-Nov, 2019	6,657.21	5.182%	1,305.44	7,962.65	15,925.30
20-May, 2020	6,829.70	5.182%	1,132.95	7,962.65	
20-Nov, 2020	7,006.65	5.182%	956.00	7,962.65	15,925.30
20-May, 2021	7,188.20	5.182%	774.45	7,962.65	
20-Nov, 2021	7,374.44	5.182%	588.21	7,962.65	15,925.30
20-May, 2022	7,565.51	5.182%	397.14	7,962.65	
20-Nov, 2022	7,761.98	5.182%	201.11	7,963.09	15,925.30





NOTE: UNLESS OTHERWISE NOTED, ALL SEWERS ARE 8" DIAMETER.

- LEGEND**
- EXISTING SANITARY SEWERS
 - - - - - PROPOSED SANITARY SEWERS
 - ST. LAWRENCE RECTORY SANITARY SEWERS
 - TOWNSHIP BOUNDARY LINES

- LEGEND**
- ⊞ METER PITS
 - ⇨ POINTS OF CONNECTION TO EXETER TWP. SYSTEM

EXHIBIT A

PLATE I

EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA
 WASTEWATER TREATMENT PLANT SERVICE AREA
 BERKS COUNTY, PENNSYLVANIA

EXISTING SEWER SYSTEM

Scale: 1" = 200'

DATE: 11/11/11

DESIGNED BY: [Name]

CHECKED BY: [Name]

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water : Docket No.
Company Under Section 1102(a) of the Pennsylvania : A-2018-3004933
Public Utility Code, 66 Pa.C.S.A. § 1102(a) for approval :
of (1) the transfer, by sale, of substantially all of the :
Township of Exeter's assets, properties, and rights :
related to its wastewater collection and treatment :
system to Pennsylvania-American Water Company, :
and (2) the rights of Pennsylvania-American Water :
Company to begin to offer or furnish wastewater :
service to the public in portions of the Township of :
Exeter, and in portions of Alsace and Lower Alsace :
Townships, to one bulk service interconnection :
point with St. Lawrence Borough, Berks County, :
Pennsylvania :

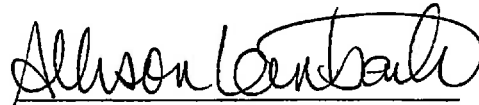
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Exeter Township : Docket No.
For Certificate of Public Convenience to : A-2018-3006505
Offer, Furnish, Render, and Supply :
Wastewater Service to the Public in :
Certain Portions of Lower Alsace :
Township, Berks County, Pennsylvania :

VERIFICATION

I, Allison Leinbach, hereby certify that I am the Manager for the Borough of St. Lawrence, and that the facts set forth in the within Response are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

BOROUGH OF ST. LAWRENCE


Allison Leinbach, Manager

Dated: January 14, 2019

KOZLOFF STOUDT

Professional Corporation

By: **Joan E. London, Esquire**

Attorney I.D. #67934

2640 Westview Drive

Wyomissing, PA 19610

(610) 670-2552

**SOLICITORS FOR INTERVENOR,
BOROUGH OF ST. LAWRENCE**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water	: Docket No.
Company Under Section 1102(a) of the Pennsylvania	: A-2018-3004933
Public Utility Code, 66 Pa.C.S.A. § 1102(a) for approval	:
of (1) the transfer, by sale, of substantially all of the	:
Township of Exeter’s assets, properties, and rights	:
related to its wastewater collection and treatment	:
system to Pennsylvania-American Water Company,	:
and (2) the rights of Pennsylvania-American Water	:
Company to begin to offer or furnish wastewater	:
service to the public in portions of the Township of	:
Exeter, and in portions of Alsace and Lower Alsace	:
Townships, to one bulk service interconnection	:
point with St. Lawrence Borough, Berks County,	:
Pennsylvania	:

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Exeter Township	: Docket No.
For Certificate of Public Convenience to	: A-2018-3006505
Offer, Furnish, Render, and Supply	:
Wastewater Service to the Public in	:
Certain Portions of Lower Alsace	:
Township, Berks County, Pennsylvania	:

CERTIFICATE OF SERVICE

I, Joan E. London, Esquire, certify that I have, on this date, served a true and correct copy of the following document, the Response of the Borough of St. Lawrence,

Berks County, Pennsylvania, upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

VIA FIRST CLASS AND ELECTRONIC MAIL

Samuel W. Cortes, Esquire
Barnett Satinsky, Esquire
Fox Rothschild, LLP
Eagleview Corporate Center
747 Constitution Drive, Suite 100
Exton, PA 19341-0673
scortes@foxrothschild.com
bsatinsky@foxrothschild.com

Tanya J. McCloskey, Esquire
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
tmccloskey@paoca.org

David Zambito, Esquire
Jonathan P. Nase, Esquire
Cozen O'Connor
17 North Second Street
Suite 1410
Harrisburg, PA 17101
dzambito@cozen.com
jnase@cozen.com

John Evans, Esquire
Office of Small Business Advocate
PA Dept. of Community & Econ. Dev.
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101-1303
jorevan@pa.gov

Erika L. McLain, Esquire
PA Public Utility Commission
Bureau of Inv. & Enforcement
P.O. Box 3265
Harrisburg, PA 17105-3265
ermclain@pa.gov

Christine Sadler, Esquire
Berks County Solicitor's Office
Berks County Services Center
633 Court Street, 13th Floor
Reading, PA 19601
csadler@countyofberks.com

Lower Alsace Township
Attention: Board of Supervisors
1200 Carsonia Avenue
Reading, PA 19606
manager@latownship.org

Berks County Planning Commission
Berks County Services Center
633 Court Street, 14th Floor
Reading, PA 19601
Planning@countyofberks.com

Erin L. Gannon, Esquire
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
EGannon@paoca.gov

KOZLOFF STOUDT
Professional Corporation



Joan E. London, Esquire

Dated: January 14, 2019