

**Application of Pennsylvania-American Water Company for Acquisition of
the Wastewater Assets of the Township of Exeter
66 Pa. C.S. §1329
Application Filing Checklist – Water/Wastewater
Docket No. A-2018-_____**

24. Asset Purchase Agreement (APA).
- f. APA contains a copy of all agreements to be assumed by the buyer as part of the acquisition.

RESPONSE:

- f. Yes. All agreements identified in Schedule 2.1(b) and Article 3.5 of the APA are enclosed. As part of the Transaction, certain municipal agreements will be assigned to PAWC at closing. They are attached hereto as **Appendix B-2 through B-5. (APPENDIX B-5 IS CONFIDENTIAL)**

Schedule 2.1(b)

Assigned Contracts

1. Grinder Pump Operation and Maintenance Agreement dated January 19, 2012 (copy to be provided)
2. Grinder Pump Operation and Maintenance Agreement dated August 16, 2012 (copy to be provided)
3. Grinder Pump Operation and Maintenance Agreement dated October 18, 2012 (copy to be provided)
4. Grinder Pump Operation and Maintenance Agreement dated March 24, 2014 (copy to be provided)
5. Grinder Pump Operation and Maintenance Agreement dated December 10, 2014 (copy to be provided)
6. Leachate Treatment Agreement between Exeter Township and Western Berks Landfill Acquisition Company, LLC (dba Western Berks Community Landfill and Recycling Center LLC), dated December 21, 2016
7. Leachate Treatment Agreement between Exeter Township and the Chester County Solid Waste Authority dated December 12, 2016
8. Intermunicipal Agreement with the Township of Alsace dated December 16, 1996 (copy to be provided including amendments)
9. Intermunicipal Agreement with the Township of Lower Alsace dated _____, 2014 (fully executed copy to be provided)
10. Agreements relating to The Antietam Valley Municipal Authority Lines
 - a. Bill of Sale dated April 26, 1947 between Parkway Acres, Inc., Berkshire Greens, Inc., and Township of Exeter
 - b. Agreement dated August 7, 1947 between Borough of Mt. Penn and Township of Exeter
 - c. Resolution adopted on September 13, 1947 by the Exeter Board of Supervisors
 - d. Agreement dated November 20, 1953 between Lower Alsace Township and Township of Exeter
 - e. Agreement dated June 9, 1955 between Lower Alsace Township and Exeter Township
 - f. Sewer Maintenance Fee Agreement between Antietam Valley Municipal Authority and Township of Exeter
11. Utility Relocation Reimbursement Agreement, dated March 20, 2017, between Penn DOT and Exeter Township
12. Electric 1/1/17 to 11/30/2018 Engie Resources
13. Polymer Contracts 2016 to 2017

Prepared by:
Siana, Bellwoar & McAndrew, LLP
Attn: Andrew J. Bellwoar, Esquire
941 Pottstown Pike, Suite 200
Chester Springs, PA 19425
(610) 321-5500

Return to:
Exeter Township
Attn: Troy S. Bingaman, Manager
4975 DeMoss Road
Reading, PA 19606

Property Address:
4100 Perkiomen Avenue
Reading, PA 19606
Exeter Township
Parcel ID No. 43-5326-18-41-4548

GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT

THIS GRINDER PUMP OPERATION AGREEMENT (the "Agreement"), made and entered into this 19 day of Jan, 201~~1~~², by and between LORIMICH III, LLC, (hereinafter the "Owner"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

WITNESSETH

WHEREAS, the Owner is the owner of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record Book Volume 2011 at Page 17382, (hereinafter the "Property");

WHEREAS, the Owner desires to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

WHEREAS, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

WHEREAS, the foregoing Pump and Pump System require routine and scheduled maintenance;

WHEREAS, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

WHEREAS, the Owner, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

WHEREAS, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owner agrees to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

WHEREAS, the Township and Owner desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

NOW THEREFORE, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owner shall install and operate a Pump and Pump System for commercial use on property known as 4100 Perkiomen Avenue (Lords & Ladies Salon & Spa) and located between E. Neversink Road and S.R. 422, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owner shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owner agrees that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owner hereby grants to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owner, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owner, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owner and provide Owner with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owner of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owner shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owner, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owner agrees that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against Owner, its heirs, successors and assigns.
9. Owner shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

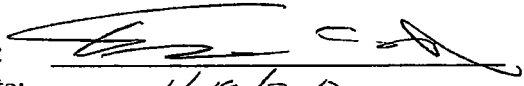
maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owner, its heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owner with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owner, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owner acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND
HEREBY, the parties hereto have caused this Agreement to be executed as of the day and year
first above written.

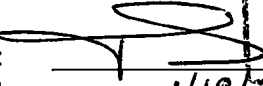
ATTEST: *Amie Casman*

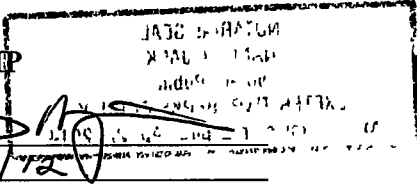
OWNER

By: 
Date: 1/19/12
Terrance G. Doherty, V.P.

ATTEST:

EXETER TOWNSHIP

By: 
Date: 1/19/12

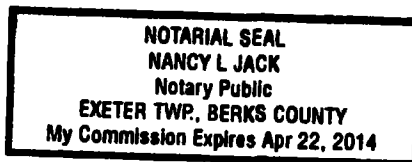


COMMONWEALTH OF Pennsylvania :
COUNTY OF Berks : ss.
:

On this 19 day of January, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Terrance Depp, Jr., V.P. of LORIMICH III, LLC who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L. Jack
Notary Public

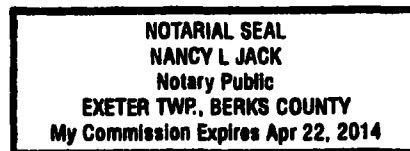


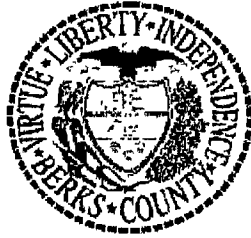
COMMONWEALTH OF PENNSYLVANIA :
 : ss.
COUNTY OF BERKS :

On this 19 day of January, 2011, before me, a Notary Public in and for the County and State aforesaid, personally appeared Troy S. Bingaman, Manager of Exeter Township who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L. Jack
Notary Public



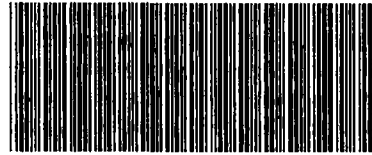


Frederick C. Sheeler
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
 633 Court Street
 Reading, PA 19601
 Office (610) 478-3380 ~ Fax (610) 478-3359
 Website www.countyofberks.com/recorder

INSTRUMENT # 2012004866

RECORDED DATE: 02/06/2012 09:58:37 AM



4288444-0007Y

Document Type: AGREEMENT

Transaction #: 4446125

Document Page Count: 9

Operator Id: lpierce

RETURN TO: (Mail)
 EXETER TOWNSHIP
 4975 DEMOSS ROAD
 READING PA
 19606

SUBMITTED BY:
 EXETER TOWNSHIP
 4975 DEMOSS ROAD

READING, PA 19606

*** PROPERTY DATA:**

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

*** ASSOCIATED DOCUMENT(S):**

FEE / TAXES:	
RECORDING FEES: AGREEMENT	\$26.00
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$23.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$20.00
Total:	\$75.00

INSTRUMENT #: 2012004866

Recorded Date: 02/06/2012 09:58:37 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



Frederick C. Sheeler

Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 10

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

RECEIVED

FEB 4 2012

EXETER TOWNSHIP
 BOARD OF SUPERVISORS

Prepared by:
Siana, Bellwoar & McAndrew, LLP
Attn: Andrew J. Bellwoar, Esquire
941 Pottstown Pike, Suite 200
Chester Springs, PA 19425
(610) 321-5500

Return to:
Exeter Township
Attn: Troy S. Bingaman, Manager
4975 DeMoss Road
Reading, PA 19606

Property Address:
6600 Perkiomen Avenue
Reading, PA 19606
Exeter Township
Parcel ID No. 43-5335-16-83-6521

GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT

THIS GRINDER PUMP OPERATION AGREEMENT (the "Agreement"), made and entered into this 16th day of August, 2012, by and between Exeter Associates, Inc., (hereinafter the "Owner"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

WITNESSETH

WHEREAS, the Owner is the owner of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record Book Volume 3104 at Page 0940, (hereinafter the "Property");

WHEREAS, Owner leases the Property to Sheetz, Inc. for operation of the #273 Sheetz Convenience Store;

WHEREAS, the Owner desires to install and operate or have installed and operated a sewage grinder pump (the "Pump") to ensure proper operation of the Pump on the Property;

WHEREAS, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the "Pump System");

WHEREAS, the foregoing Pump and Pump System require routine and scheduled maintenance;

WHEREAS, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System ("Grinder Pump Ordinance");

WHEREAS, the Owner, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township's Act 537 Plan;

WHEREAS, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owner agrees to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

WHEREAS, the Township and Owner desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

NOW THEREFORE, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owner shall install and operate a Pump and Pump System for commercial use on property known as 6600 Perkiomen Avenue (Sheetz Fuel Station & MTO Convenience Store) and located between Sunset Manor Drive and Donna Drive on S.R. 422, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owner shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owner agrees that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.

4. Owner hereby grants to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.
5. In the event Owner, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owner, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owner and provide Owner with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owner of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owner shall reimburse the

Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owner, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owner agrees that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage

grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against Owner, its heirs, successors and assigns.

9. Owner shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection, maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.
10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owner, its heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owner with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owner, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.

12. By executing this Agreement, Owner acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND
HEREBY, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST: Jail L Hart Asst Secy.

OWNER

By: Gayna E. Peiper, Asst Secy.
Title:
Date: 8/16/12

ATTEST:

EXETER TOWNSHIP

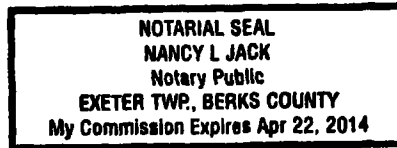
By: [Signature]
Title: Township Manager
Date: 8/29/12

COMMONWEALTH OF PA :
COUNTY OF Berks : ss.
:

On this 16 day of August, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Gaynor E Peifer Asst. Secretary of Exeter Associates, Inc. who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L. Jack
Notary Public

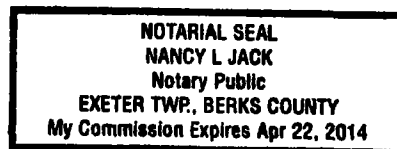


COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this 29 day of August, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Troy S. Bingaman, Manager of Exeter Township who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L Jack
Notary Public



BERKS COUNTY RECORDER OF DEEDS OFFICE

Frederick C. Sheeler, Recorder of Deeds

Office (610) 478-3380

www.countyofberks.com/recorder

CUSTOMER RECEIPT

Receipt #: 12074489
Printed: 08/30/2012 02:54:31 PM
Paid By: SHEETZ INC
Submitted By: EXETER TOWNSHIP

Transaction #: 4519200
Operator ID: linal
Payment Comment:

Document Charges

Instrument #: 2012036115 AGREEMENT
Recorded: 08/30/2012 02:54:03 PM

of Pages: 9

RECORDING FEES:	\$26.00	RECORDS IMPROVEMENT	\$5.00
AGREEMENT		FUND	
JUDICIAL FEE	\$23.50	WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$20.00		
		SUBTOTAL	\$75.00

Payment

Check 11485 \$75.00

Totals

Total Amount Due:	\$75.00
Total Amount Paid:	\$75.00
Refund ():	\$0.00

Frederick C. Sheeler
Berks County Recorder of Deeds



Sender's Direct Telephone (814) 941-5106
Sender's Direct Facsimile (814) 941-5105

VIA OVERNIGHT DELIVERY

August 23, 2012

Exeter Township
Attn: Troy S. Bingaman, Manager
4975 DeMoss Road
Reading, PA 19606

Re: Sheetz #273, 6600 Perkiomen Avenue, Birdsboro, PA

Dear Mr. Bingaman:

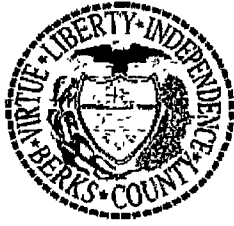
Enclosed please find one original of the Grinder Pump Operation and Maintenance Agreement signed by Gaynor E., Peifer, Assistant Secretary of Exeter Associates, Inc. Once the Grinder Pump Agreement has been signed by Exeter Township and recorded please provide me and Grant Gahagan with a copy of the recorded agreement for our files. Also enclosed is a check in the amount of \$75.00 payable to Berks County Recorder of Deeds for the recording fees.

If you should have any questions, please contact Grant Gahagan at (814) 931-4867 or me at (814) 941-5106.

Sincerely,

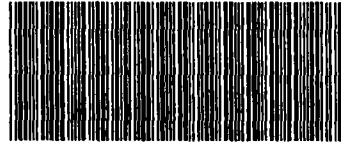
Jennifer Schramke
Lease Administrator
Enc.

cc: Grant Gahagan w/enc.



INSTRUMENT # 2012036115

RECORDED DATE: 08/30/2012 02:54:03 PM



4328180-0006P

Frederick C. Sheeler
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
633 Court Street
Reading, PA 19601
Office: (610) 478-3380 ~ Fax: (610) 478-3359
Website: www.countyofberks.com/recorder

Document Type: AGREEMENT
Sheetz Grinder Pump

Transaction #: 4519200
Document Page Count: 9
Operator Id: lindal

RETURN TO: (Mail)
EXETER TOWNSHIP
4975 DEMOSS ROAD
READING, PA 19606

SUBMITTED BY:
EXETER TOWNSHIP
4975 DEMOSS ROAD

READING, PA 19606

* PROPERTY DATA:

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

* ASSOCIATED DOCUMENT(S):

FEES / TAXES:	
RECORDING FEES: AGREEMENT	\$26.00
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$23.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$20.00
Total:	\$75.00

INSTRUMENT #: 2012036115
Recorded Date: 08/30/2012 02:54:03 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



Frederick C. Sheeler

Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 10

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

RECEIVED
SEP 05 2012
EXETER TOWNSHIP
BOARD OF SUPERVISORS

Prepared by:
Siana, Bellwoar & McAndrew, LLP
Attn: Andrew J. Bellwoar, Esquire
941 Pottstown Pike, Suite 200
Chester Springs, PA 19425
(610) 321-5500

Return to:
Exeter Township
Attn: Troy S. Bingaman, Manager
4975 DeMoss Road
Reading, PA 19606

Property Address:
150 Hartman Road
Reading, PA 19606
Exeter Township
Parcel ID No. 43-5337-01-37-5292

GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT

THIS GRINDER PUMP OPERATION AGREEMENT (the "Agreement"), made and entered into this 18th day of October, 2012, by and between Kenneth P. Esterly and Ann Marie Esterly, (hereinafter the "Owners"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

WITNESSETH

WHEREAS, the Owners are the owners of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record ^{Instrument #} ~~Book Volume~~ 2012003181*, 2012 at Page 3181, (hereinafter the "Property");

WHEREAS, the Owners desire to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

WHEREAS, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

WHEREAS, the foregoing Pump and Pump System require routine and scheduled maintenance;

WHEREAS, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

WHEREAS, the Owners, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

WHEREAS, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owners agree to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

WHEREAS, the Township and Owners desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

NOW THEREFORE, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owners shall install and operate a Pump and Pump System for residential use on property known as 150 Hartman Road and located at the intersection of Forest Court and Hartman Road, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owners shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owners agree that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owners hereby grant to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owners, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owners, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owners and provide Owners with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owners are not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owners of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owners shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owners, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owners agree that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against the Owners, their heirs, successors and assigns.
9. Owners shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

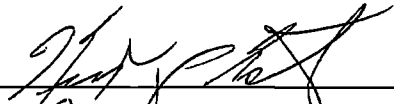
maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owners, their heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owners with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owners, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owners acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND
HEREBY, the parties hereto have caused this Agreement to be executed as of the day and year
first above written.

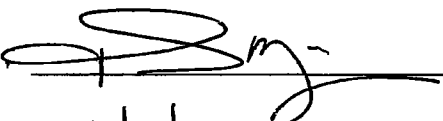
ATTEST:

OWNER(S):
Kenneth P. Esterly
Ann Marie Esterly
150 Hartman Road
Reading, PA 19606

By: 
By: Ann M. Esterly
Date: October 18, 2012

ATTEST:

EXETER TOWNSHIP
Troy S. Bingaman, Manager
4975 De Moss Road
Reading, PA 19606

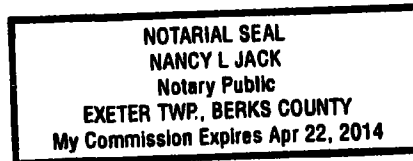
By: 
Date: 10/18/12

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this 18 day of October, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Kenneth P. Esterly & Ann Marie Esterly, owners of the property at 150 Hartman Road, Reading, PA who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L Jack
Notary Public

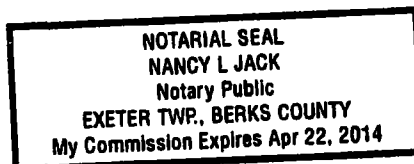


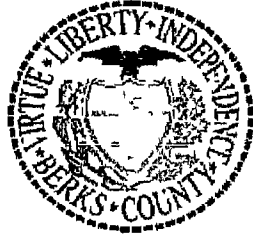
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this 18 day of October, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Troy S. Bingaman, Manager of Exeter Township, who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L Jack
Notary Public



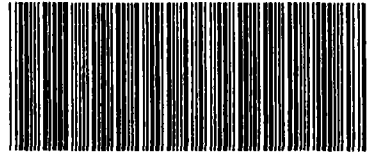


Frederick C. Sheeler
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
 633 Court Street
 Reading, PA 19601
 Office (610) 478-3380 ~ Fax (610) 478-3359
 Website www.countyofberks.com/recorder

INSTRUMENT # 2012047050

RECORDED DATE 11/08/2012 09 38 58 AM



4340252-0007K

Document Type: AGREEMENT

Transaction #: 4542280
Document Page Count: 8
Operator Id: lindal

RETURN TO: (Mail)
 EXETER TOWNSHIP
 4975 DEMOSS ROAD
 READING, PA 19606

SUBMITTED BY:
 EXETER TOWNSHIP
 4975 DEMOSS ROAD
 READING, PA 19606

*** PROPERTY DATA:**

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

*** ASSOCIATED DOCUMENT(S):** 2012003181

FEES / TAXES:	
RECORDING FEES AGREEMENT	\$26 00
RECORDS IMPROVEMENT FUND	\$5 00
JUDICIAL FEE	\$23 50
WRIT TAX	\$0 50
ADDITIONAL PAGE FEE	\$16 00
Total:	\$71 00

INSTRUMENT #: 2012047050
 Recorded Date 11/08/2012 09 38 58 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania



Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

NOV 13 2012
 EXETER TOWNSHIP
 BOARD OF SUPERVISORS

Reading

Prepared by:
Siana, Bellwoar & McAndrew, LLP
Attn: Andrew J. Bellwoar, Esquire
941 Pottstown Pike, Suite 200
Chester Springs, PA 19425
(610) 321-5500

Return to:
Exeter Township
Attn: Troy S. Bingaman, Manager
4975 DeMoss Road
Reading, PA 19606

Property Address:
2 Beecham Road
Reading, PA 19606
Exeter Township
Parcel ID No. 43-5337-04-71-9278

GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT

THIS GRINDER PUMP OPERATION AGREEMENT (the “Agreement”), made and entered into this 24th day of March, 2014, by and between David R. Richards and Tracy L. Richards, (hereinafter the “Owners”), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter “Township”):

WITNESSETH

WHEREAS, the Owners are the owners of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, as Instrument # 2014-006033, (hereinafter the “Property”);

WHEREAS, the Owners desire to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

WHEREAS, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

WHEREAS, the foregoing Pump and Pump System require routine and scheduled maintenance;

WHEREAS, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

WHEREAS, the Owners, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

WHEREAS, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owners agree to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

WHEREAS, the Township and Owners desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

NOW THEREFORE, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owners shall install and operate a Pump and Pump System for residential use on property known as 2 Beecham Road and located at the intersection of Oley Turnpike and Beecham Road, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owners shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owners agree that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owners hereby grant to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owners, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owners, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owners and provide Owners with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owners are not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owners of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owners shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owners, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owners agree that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against the Owners, their heirs, successors and assigns.
9. Owners shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owners, their heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owners with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owners, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owners acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND
HEREBY, the parties hereto have caused this Agreement to be executed as of the day and year
first above written.

ATTEST:

OWNER(S):
David Richard
Tracy Richard
45 Sycamore Dr.
Reading, PA 19606

✓ By: David Richard
✓ By: Tracy L Richards
✓ Date: March 24, 2014

ATTEST:

EXETER TOWNSHIP
Troy S. Bingaman, Manager
4975 De Moss Road
Reading, PA 19606

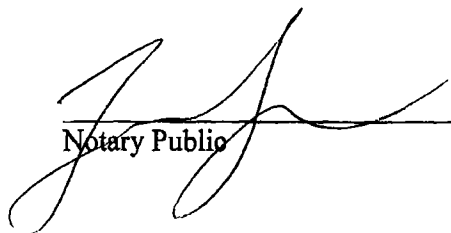
By: Troy S. Bingaman
Date: March 27, 2014

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BERKS :

On this 24 day of March, 2014 before me, a Notary Public in and for the County and State aforesaid, personally appeared Tracy Lanshe ^{Richard} & David Robert ^{Richard}, owners of the property at 2 Beechwood, Reading, PA who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
ZACHARY BIECHY, Notary Public
Exeter Township, Berks County
My Commission Expires April 30, 2017

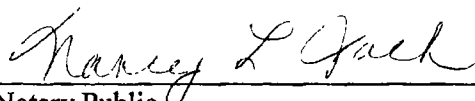


Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BERKS :

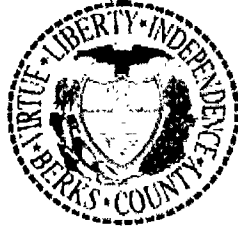
On this 27 day of March, 2014 before me, a Notary Public in and for the County and State aforesaid, personally appeared Troy S. Bingaman, Manager of Exeter Township, who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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



Notary Public

NOTARIAL SEAL
NANCY L JACK
Notary Public
EXETER TWP, BERKS COUNTY
My Commission Expires Apr 22, 2014

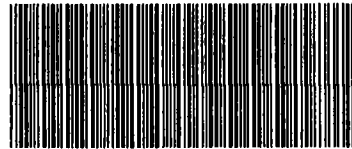


Frederick C. Sheeler
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
 633 Court Street
 Reading, PA 19601
 Office: (610) 478-3380 - Fax: (610) 478-3359
 Website: www.countyofberks.com/recorder

INSTRUMENT # 2014009305

RECORDED DATE: 03/27/2014 02:53:02 PM



4457639-0009/

Document Type: AGREEMENT

Transaction #: 4741328
Document Page Count: 8
Operator Id: dfuoco

PARCEL ID(s): (See doc for additional parcel #'s)
 43533704719278

SUBMITTED BY:
 EXETER TOWNSHIP
 ATTN TROY BINGAMAN

 4975 DEMOSS RD
 READING, PA 19606

*** PROPERTY DATA:**

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:	
RECORDING FEES: AGREEMENT	\$26.00
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$23.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$16.00
PARCEL ID FEE	\$10.00
Total:	\$81.00

INSTRUMENT #: 2014009305
 Recorded Date: 03/27/2014 02:53:02 PM

I hereby CERTIFY that this document is recorded
 in the Recorder of Deeds Office in Berks County,
 Pennsylvania.



Frederick C. Sheeler

Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 9

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

Prepared by:
Siana, Bellwoar & McAndrew, LLP
Attn: Andrew J. Bellwoar, Esquire
941 Pottstown Pike, Suite 200
Chester Springs, PA 19425
(610) 321-5500

Return to:
Exeter Township
Attn: Troy S. Bingaman, Manager
4975 DeMoss Road
Reading, PA 19606

Property Address:
9 Glen Oley Drive
Reading, PA 19606
Exeter Township
Parcel ID No. 43-5337-04-70-7975

GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT

THIS GRINDER PUMP OPERATION AGREEMENT (the “Agreement”), made and entered into this 10th day of December, 2014, by and between James F. Harkness and Tracy L. Harkness, (hereinafter the “Owners”), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter “Township”):

WITNESSETH

WHEREAS, the Owners are the owners of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, as Instrument # 2012021066, (hereinafter the “Property”);

WHEREAS, the Owners desire to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

WHEREAS, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

WHEREAS, the foregoing Pump and Pump System require routine and scheduled maintenance;

WHEREAS, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

WHEREAS, the Owners, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

WHEREAS, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owners agree to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

WHEREAS, the Township and Owners desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

NOW THEREFORE, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owners shall install and operate a Pump and Pump System for residential use on property known as 9 Glen Oley Drive and located at the intersection of Glen Oley Drive and Oley Turnpike Road, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owners shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owners agree that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owners hereby grant to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owners, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owners, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owners and provide Owners with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owners are not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owners of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owners shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owners, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owners agree that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against the Owners, their heirs, successors and assigns.
9. Owners shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

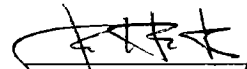
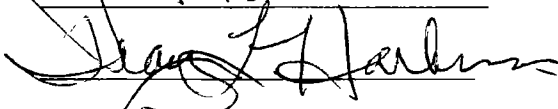
maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owners, their heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owners with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owners, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owners acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND
HEREBY, the parties hereto have caused this Agreement to be executed as of the day and year
first above written.

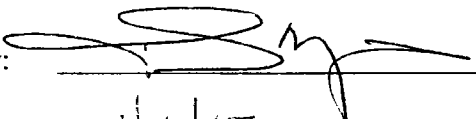
ATTEST:

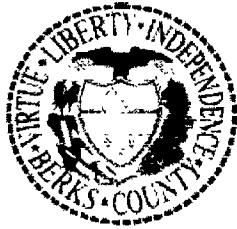
OWNER(S):
James F. Harkness
Tracy L. Harkness
9 Glen Oley Drive
Reading, PA 19606

By: 
By: 
Date: 10 Dec 2014

ATTEST:

EXETER TOWNSHIP
Troy S. Bingaman, Manager
4975 De Moss Road
Reading, PA 19606

By: 
Date: 1/6/15

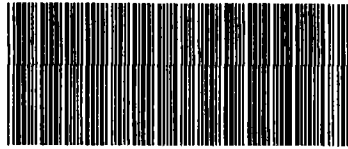


Frederick C. Sheeler
Berks County Recorder of Deeds

Berks County Services Center 3rd Floor
 633 Court Street
 Reading, PA 19601
 Office: (610) 478-3380 ~ Fax: (610) 478-3359
 Website: www.countyofberks.com/recorder

INSTRUMENT # 2015004677

RECORDED DATE: 02/12/2015 01:17:59 PM



4501459-0015R

Document Type: AGREEMENT

Transaction #: 4827332
Document Page Count: 8
Operator Id: donnas

PARCEL ID(s): (See doc for additional parcel #'s)
 43533704707975

SUBMITTED BY:
 EXETER TOWNSHIP
 4975 DEMOSS RD

READING, PA 19606

*** PROPERTY DATA:**

** PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

*** ASSOCIATED DOCUMENT(S):** 2012021066

FEES / TAXES:

RECORDING FEES, AGREEMENT	\$26.00
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$35.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$16.00
PARCEL ID FEE	\$10.00
Total:	\$93.00

INSTRUMENT #: 2015004677

Recorded Date: 02/12/2015 01:17:59 PM

I hereby CERTIFY that this document is recorded
 in the Recorder of Deeds Office in Berks County,
 Pennsylvania.



Frederick C. Sheeler
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 9

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

LEACHATE TREATMENT AGREEMENT

This AGREEMENT is made on the 21 day of December, 2016 by and between the Exeter Township (hereinafter referred to as Twp), a second class Township, duly organized under the laws of the Commonwealth of Pennsylvania with its address being 4975 DeMoss Road, Reading, PA 19606 and the Western Berks Landfill Acquisition Company, LLC (dba Western Berks Community Landfill and Recycling Center LLC) with its address being 445 Poplar Neck Road, Birdsboro, PA 19508 (hereinafter referred to as WBLF Acquisition Company, LLC).

In consideration of the mutual covenants herein and intending to be legally bound hereby, the parties agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish criteria and restrictions for and upon the quality of wastewater (leachate) generated at the WBLF Acquisition Company, LLC facility delivered to the Twp Sewage Treatment Plant.

SECTION 2. QUALIFICATION OF HAULER. WBLF Acquisition Company, LLC agrees that all haulers of leachate employed by it, whether temporary or permanent employees, agents or subcontractors, must be qualified in writing in advance by Twp before disposing of leachate at the Twp Sewage Treatment Plant. Qualification of a hauler to deliver leachate to the Twp Sewage Treatment Plant requires the hauler, whether individual, corporation, partnership or association to present to Twp the following:

- (a) Type and size of trucks that will be utilized to make delivery to the Twp Sewage Treatment Plant, including License Number, make and capacity of all leachate transportation vehicles
- (b) Proof of insurance in the amount of One Million Dollars (\$1,000,000). Certificates of Insurance to be in the nature of an occurrence policy ("claims made" policies are not acceptable) naming Twp as additional insured.
- (c) Documentation or other form of information identifying the entity, whether a corporation, partnership, association or individual, on behalf of whom the delivery to the Twp Sewage Treatment Plant is being made.
- (d) The name, address and phone number of a representative or responsible individual from the entity, corporation, partnership, association or individual must be available for contact by the Twp twenty-four (24) hours per day in case of emergency.

SECTION 3. PROHIBITED DISCHARGES. WBLF Acquisition Company LLC agrees that it shall not knowingly deliver by itself or on its behalf, to the Twp Sewage Treatment Plant, any of the following Prohibited Discharges:

- (a) Pollutant(s) which would cause Pass Through or Interference with the operation of the Twp Sewage Treatment Plant
- (b) Pollutant(s) which create a fire or explosive hazard
- (c) Pollutant(s) which will cause corrosive structural damage to the Sewage Treatment Plant
- (d) Solids or viscous pollutants in an amount which will cause obstruction to the flow resulting in interference with the operation of the Twp Sewage Treatment Plant
- (e) Pollutant(s) which result in the presence of toxic gases, vapors or fumes within the Twp Sewage Treatment Plant in a quantity that may cause acute worker health or safety problems
- (f) Petroleum oil, non bio-degradable cutting oil, or products of mineral oil origin in an amount that may cause interference or pass through

SECTION 4. DISCHARGE CRITERIA. The criteria for discharge into the Twp Sewer Treatment Plant shall be in accordance with requirement of the Twp. Any permits required by Twp (ex. Industrial Pretreatment Permit) shall be applied for by the WBLF Acquisition Company LLC within thirty (30) days of execution of this Agreement. The WBLF Acquisition Company LLC shall maintain any required permits for the duration of this Agreement. The WBLF Acquisition Company LLC shall maintain any required permits for the duration of this Agreement and be bound by all terms and conditions of said permit(s),

SECTION 5. SAMPLING. The WBLF Acquisition Company LLC agrees that Twp, their employees, servants, agent or other designated officials may take a sample of any truck load of leachate prior to accepting delivery into the Twp Sewage Treatment Plant. Such samples may be tested prior to delivery or be maintained for future testing. Such Twp sampling may also occur at the WBLF Acquisition Company LLC facility without notice.

SECTION 6. CLOSURE; ETA SEWAGE TREATMENT PLANT. The WBLF Acquisition Company LLC acknowledges and agrees that Twp reserves the right to close the Sewage Treatment Plant to all incoming deliveries of leachate, if required by regulation, order, or administrative directive of the Delaware River Basin Commission or other regulatory agency or whenever plant operating conditions, including routine or emergency maintenance may be required.

SECTION 7. INDEMNIFICATION. The WBLF Acquisition Company LLC hereby agrees to indemnify and hold harmless Twp, their officers, employees, agents, or their designated officials or engineers and their agents and employees from and against all cost, claims, injuries and damages to persons, or property, losses, fines, or penalties as may be imposed by Twp and expenses, including without limitation, attorney's fees, whether the same results from the negligence of the WBLF Acquisition Company LLC or its agents, employees or subcontractors or otherwise, arising out of or resulting from directly or indirectly a delivery from the WBLF Acquisition Company LLC it being the intent of this provision to absolve and protect Twp from any and all loss, claim, fines, penalties imposed or expenses incurred by reason of the delivery. The WBLF Acquisition Company LLC agrees that in the event of a breach of any provision of this Agreement to reimburse Twp or their designated officials from any expenses incurred by Twp as a result of such breach.

SECTION 8. PRICE. Charges for acceptance and treatment of leachate delivered to the Twp Sewage Treatment Plant by the WBLF Acquisition Company LLC shall be in accordance with the Fee Schedule in effect at the time of leachate delivery. All such charges for treatment, testing, special handling surcharge or otherwise shall be paid to Twp within sixty (60) days of the invoice date. Penalties, late fees, interest or other charges may be imposed by Twp in accordance with applicable Twp ordinances, rules and regulations for any late payment of invoices issues by Twp.

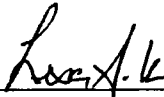
SECTION 9. TERM OF AGREEMENT. This Agreement shall be valid for a term of ten (10) years from the date of execution of the Agreement and may be terminated at the end of the initial ten (10) year term by giving the other party written notice of at least one hundred and eighty (180) days prior to the anniversary date of the execution of the Agreement. If no such notice is given by either party, the Agreement shall remain in effect for a period of one (1) year, and so on from year to year, when and until terminated by either party giving the other party one hundred and eighty (180) days written notice of its intent to terminate the Agreement.

SECTION 10. NON-ASSIGNABILITY. This Agreement may not be assigned by the WBLF Acquisition Company LLC to a successor until such time as it is replaced by a new Agreement. This Agreement shall inure to the benefit of Twp or its designated officials and their successors and assigns.

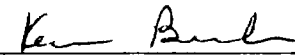
SECTION 11. SEVERABILITY. If any sentence, clause, section or part of this Agreement is, for any reason, found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Agreement. It is the intent of the parties to this Agreement that this Agreement would have been entered into had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION 12. MATERIAL BREACH. If an unmitigated and uncured material breach of this Agreement is committed by the WBLF Acquisition Company LLC, Twp may terminate the hauler's permit and this Agreement upon one hundred eighty (180) days written notice. Twp acknowledges and agrees that it is prohibited from terminating this Agreement except upon providing one hundred eighty (180) days written notice to the WBLF Acquisition Company LLC. Notwithstanding the foregoing, Twp may immediately suspend the performance of this Agreement if Twp suffers a significant upset or interruption of its operations at the Sewage Treatment Plant as a result of an unforeseen force majeure event caused by the WBLF Acquisition Company LLC. In such instance, Twp shall provide immediate notice of the suspension to the WBLF Acquisition Company LLC and shall conduct an evaluation of the corrective action to be taken by the Sewage Treatment Plant. In the event there is no corrective action that may reasonably be taken to resume normal operation of the Sewage Treatment Plant and continued acceptance of the WBLF Acquisition Company LLC leachate, Twp may terminate the Agreement.

Township:
THE TOWNSHIP OF EXETER
BERKS COUNTY, PENNSYLVANIA,
by and through its Board of Supervisors

By: 
Lisa VanderLaan, Vice Chair

WBLF:
WESTERN BERKS LANDFILL
ACQUISITION COMPANY, LLC

By: 
Name: Kevin Busch
Title: Eastern PA Landfills GM

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Automobile Liability CARRIER: Arch Insurance Company POLICY TERM: 11/20/2016 – 11/20/2017 POLICY NUMBER: 31CAB0502304	Automobile Liability - Any Auto Combined Single Limit - \$4,000,000 SIR - \$1,000,000
POLICY TYPE: Worker's Compensation - KY MO CARRIER: Arch Indemnity Insurance Company POLICY TERM: 11/20/2016 – 11/20/2017 POLICY NUMBER: 34WCI0519200	Per Statute Each Accident: \$1,000,000 Disease – policy limit: \$1,000,000 Disease – each employee: \$1,000,000

Named Insured:

Advanced Disposal Services, Inc.
Advanced Disposal Waste Holdings Corp.
Advanced Disposal Services South, LLC
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, LLC
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Eastern PA, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mississippi Holdings, Inc.
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Western PA, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, LLC
Diller Transfer Station, LLC
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Hinkle Transfer Station, LLC
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Moretown Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS North East Holdings, Inc.
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWStar Waste Holdings Corp.

North East Waste Services, Inc.
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
Advanced Disposal Services Somerset, Inc.
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, LLC
Advanced Disposal Services National Accounts, Inc.
Advanced Disposal Services National Accounts Holdings, Inc.
F.D.S. Disposal II, LLC
North East Waste Transport, Inc.

LEACHATE TREATMENT AGREEMENT

This AGREEMENT is made on the 12th day of December, 2016 by and between the Exeter Township (hereinafter referred to as Twp), a second class Township, duly organized under the laws of the Commonwealth of Pennsylvania with its address being 4975 DeMoss Road, Reading, PA 19606 and the Chester County Solid Waste Authority, with its address being 7224 Division Highway, Narvon, PA 17555. In consideration of the mutual covenants herein and intending to be legally bound hereby, the parties agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish criteria and restrictions for and upon the quality of wastewater (leachate) generated at the Chester County Solid Waste Authority, Lanchester Landfill delivered to the Twp Sewage Treatment Plant.

SECTION 2. QUALIFICATION OF HAULER. Chester County Solid Waste Authority agrees that all haulers of leachate employed by it, whether temporary or permanent employees, agents or subcontractors, must be qualified in writing in advance by Twp before disposing of leachate at the Twp Sewage Treatment Plant. Qualification of a hauler to deliver leachate to the Twp Sewage Treatment Plant requires the hauler, whether individual, corporation, partnership or association to present to Twp the following:

- (a) Type and size of trucks that will be utilized to make delivery to the Twp Sewage Treatment Plant, including License Number, make and capacity of all leachate transportation vehicles
- (b) Proof of insurance in the amount of One Million Dollars (\$1,000,000). Certificates of Insurance to be in the nature of an occurrence policy ("claims made" policies are not acceptable) naming Twp as additional insured.
- (c) Documentation or other form of information identifying the entity, whether a corporation, partnership, association or individual, on behalf of whom the delivery to the Twp Sewage Treatment Plant is being made.
- (d) The name, address and phone number of a representative or responsible individual from the entity, corporation, partnership, association or individual must be available for contact by the Twp twenty-four (24) hours per day in case of emergency.

SECTION 3. PROHIBITED DISCHARGES. Chester County Solid Waste Authority agrees that it shall not knowingly deliver by itself or on its behalf, to the Twp Sewage Treatment Plant, any of the following Prohibited Discharges:

- (a) Pollutant(s) which would cause Pass Through or Interference with the operation of the Twp Sewage Treatment Plant
- (b) Pollutant(s) which create a fire or explosive hazard
- (c) Pollutant(s) which will cause corrosive structural damage to the Sewage Treatment Plant
- (d) Solids or viscous pollutants in an amount which will cause obstruction to the flow resulting in interference with the operation of the Twp Sewage Treatment Plant
- (e) Pollutant(s) which result in the presence of toxic gases, vapors or fumes within the Twp Sewage Treatment Plant in a quantity that may cause acute worker health or safety problems
- (f) Petroleum oil, non bio-degradable cutting oil, or products of mineral oil origin in an amount that may cause interference or pass through

SECTION 4. DISCHARGE CRITERIA. The criteria for discharge into the Twp Sewer Treatment Plant shall be in accordance with requirement of the Twp. Any permits required by Twp (ex. Industrial Pretreatment Permit) shall be applied for by the Chester County Solid Waste Authority within thirty (30) days of execution of this Agreement. Chester County Solid Waste Authority shall maintain any required permits for the duration of this Agreement. The Chester County Solid Waste Authority shall maintain any required permits for the duration of this Agreement and be bound by all terms and conditions of said permit(s),

SECTION 5. SAMPLING. The Chester County Solid Waste Authority agrees that Twp, their employees, servants, agent or other designated officials may take a sample of any truck load of leachate prior to accepting delivery into the Twp Sewage Treatment Plant. Such samples may be tested prior to delivery or be maintained for future testing. Such Twp sampling may also occur at the Chester County Solid Waste Authority facility without notice.

SECTION 6. CLOSURE; ETA SEWAGE TREATMENT PLANT. The Chester County Solid Waste Authority acknowledges and agrees that Twp reserves the right to close the Sewage Treatment Plant to all incoming deliveries of leachate, if required by regulation, order, or administrative directive of the Delaware River Basin Commission or other regulatory agency or whenever plant operating conditions, including routine or emergency maintenance may be required.

SECTION 7. INDEMNIFICATION. The Chester County Solid Waste Authority hereby agrees to indemnify and hold harmless Twp, their officers, employees, agents, or their designated officials or engineers and their agents and employees from and against all cost, claims, injuries and damages to persons, or property, losses, fines, or penalties as may be imposed by Twp and expenses, including without limitation, attorney's fees, whether the same results from the negligence of the Chester County Solid Waste Authority or its agents, employees or subcontractors or otherwise, arising out of or resulting from directly or indirectly a delivery from the Chester County Solid Waste Authority it being the intent of this provision to absolve and protect Twp from any and all loss, claim, fines, penalties imposed or expenses incurred by reason of the delivery. The Chester County Solid Waste Authority agrees that in the event of a breach of any provision of this Agreement to reimburse Twp or their designated officials from any expenses incurred by Twp as a result of such breach.

SECTION 8. PRICE. Charges for acceptance and treatment of leachate delivered to the Twp Sewage Treatment Plant by the Chester County Solid Waste Authority shall be in accordance with the Fee Schedule in effect at the time of leachate delivery. All such charges for treatment, testing, special handling surcharge or otherwise shall be paid to Twp within sixty (60) days of the invoice date. Penalties, late fees, interest or other charges may be imposed by Twp in accordance with applicable Twp ordinances, rules and regulations for any late payment of invoices issues by Twp. The Haulers for Chester County Solid Waste Authority currently pay the disposal fee and it is included in their transportation and disposal price from these haulers.


SECTION 9. TERM OF AGREEMENT. This Agreement shall be valid for a term of ten (10) years from the date of execution of the Agreement and may be terminated at the end of the initial ten (10) year term by giving the other party written notice of at least one hundred and eighty (180) days prior to the anniversary date of the execution of the Agreement. If no such notice is given by either party, the Agreement shall remain in effect for a period of one (1) year, and so on from year to year, when and until terminated by either party giving the other party one hundred and eighty (180) days written notice of its intent to terminate the Agreement.

SECTION 10. NON-ASSIGNABILITY. This Agreement may not be assigned by the Chester County Solid Waste Authority to a successor until such time as it is replaced by a new Agreement. This Agreement shall inure to the benefit of Twp or its designated officials and their successors and assigns.


SECTION 11. SEVERABILITY. If any sentence, clause, section or part of this Agreement is, for any reason, found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Agreement. It is the intent of the parties to this Agreement that this Agreement would have been entered into had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION 12. MATERIAL BREACH. If an unmitigated and uncured material breach of this Agreement is committed by the Chester County Solid Waste Authority, Twp may terminate the hauler's permit and this Agreement upon one hundred eighty (180) days written notice. Twp acknowledges and agrees that it is prohibited from terminating this Agreement except upon providing one hundred eighty (180) days written notice to the Chester County Solid Waste Authority. Notwithstanding the foregoing, Twp may immediately suspend the performance of this Agreement if Twp suffers a significant upset or interruption of its operations at the Sewage Treatment Plant as a result of an unforeseen force majeure event caused by the Chester County Solid Waste Authority. In such instance, Twp shall provide immediate notice of the suspension to the Chester County Solid Waste Authority and shall conduct an evaluation of the corrective action to be taken by the Sewage Treatment Plant. In the event there is no corrective action that may reasonably be taken to resume normal operation of the Sewage Treatment Plant and continued acceptance of the Chester County Solid Waste Authority leachate, Twp may terminate the Agreement.

THE TOWNSHIP OF EXETER
BERKS COUNTY, PENNSYLVANIA,
by and through its Board of Supervisors

By: 
Lisa VanderLaan, Vice Chair

CHESTER COUNTY SOLID WASTE
AUTHORITY:

By: 
Name: Robert A. Watts
Title: Executive Director

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, dated as of the 16th day of December, 1996 between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY ("Authority") and THE TOWNSHIP OF EXETER ("Exeter"), Berks County, Pennsylvania, parties of the first part, on the one hand, and THE TOWNSHIP OF ALSACE ("Alsace"), Berks County, Pennsylvania, parties of the second part, on the other hand.

WITNESSETH:

WHEREAS, Exeter and Authority heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of citizens of Exeter, that 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, there are certain areas located within Alsace where residents live in close proximity to constructed and installed sanitary sewer lines of Authority; and

WHEREAS, Authority, Exeter and Alsace have determined that it is in the best interests of the municipal entities and certain residents that the Authority should permit interconnection by other municipalities with its facilities so as to accept sanitary sewage flows originating from outside of the jurisdictional limits of Exeter; and

WHEREAS, Authority, Exeter, and Alsace 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 this Agreement; (2) appropriate quarterly payments to be made by Alsace to Exeter for transportation, treatment and disposal by Exeter of Sewage discharged from certain residential dwelling units to the Exeter Sewer System; and (3) other matters related to the foregoing; and

WHEREAS, Shady Lane Estate, Ltd. has received a Sewage Permit from the Commonwealth of Pennsylvania, Department of Environmental Resources for the installation of a sanitary sewer extension and pumping station to connect to the Exeter Sewer System;

NOW, THEREFORE, Exeter, the Authority, and Alsace 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 1.01 for the purposes of this Agreement, shall have the following meanings, unless the context clearly otherwise requires:

"Alsace" shall mean the Township of Alsace, Berks County, Pennsylvania, a Pennsylvania Second Class Township.

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

"BOD" (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 degrees centigrade. This standard laboratory procedure shall be that found in latest edition of "Standard Methods for the Examination of Waste and Wastewater" published by The American Public Health Association.

"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 Exeter, owned by the Authority and leased to Exeter for operation and use, including all future additions, alternations and improvements thereto.

"Fiscal Year" shall mean the period of twelve (12) months beginning January 1 of each year.

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

"Meters" flow will be measured by volume of water used, based on water meters, or in the case of a trailer park one (1) master meter. All single residential dwelling units must have a water meter installed on their system. All meters must be purchased from Exeter Township at the then established rate.

"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.

"Sewage" shall mean domestic sewage and/or industrial wastes, as such terms usually and customarily are used by sanitary engineers.

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

ARTICLE II Project

Section 2.01 This agreement is subject to the execution of an agreement that Alsace intends to enter into with Shady Lane Estates, Ltd. ("Shady Lane"), owner and developer of a tract of land located in Alsace Township, said tract of ground more particularly described in Record Book Volume _____, Page _____, Berks County Records, and known as "Shady Lane Estates Trailer Park". (Copy of said Agreement is attached as Exhibit "A").

Section 2.02 The aforesaid agreement provides, inter alia, that Shady Lane shall install and construct private sanitary sewer lines within said tract of ground, which private sanitary sewer lines will provide collection and transportation of sewage from the Shady Lane Estates Trailer Park to a sanitary sewer line to be located within the right of way of Old Spies Church Road.

Section 2.03 Shady Lane shall construct said private sanitary sewer lines within said tract of ground in accordance with the current specifications of Alsace and Authority and Shady Lane covenants and warrants to provide all future maintenance, repair, renovation and replacement in accordance with the then current Alsace and Authority plans and specifications.

Section 2.04 Alsace and Authority shall have the right to inspect during the installation and construction of the private lines by Shady Lane, and Shady Lane grants a perpetual right to Alsace, its successors and assigns, to enter upon lands of Shady Lane, its successors and assigns, for purposes of repair, maintenance, renovation, replacement and inspection of said private sanitary sewer lines.

Section 2.05 Shady Lane covenants and represents that Shady Lane shall be responsible and pay for all costs, fees and other charges that are reasonable and necessary for the preparation and review of this Intermunicipal Agreement; and for the reasonable and necessary governmental submissions, reviews and approvals for the implementation of the terms and conditions of this Agreement, including, but not limited to, adoption of ordinances, resolutions, Act 537 Plan Amendment Submissions, creation of separate sewer district in Alsace, and for the inspection and review of all plans and specifications for the private sanitary sewer line and for its installation and construction.

ARTICLE III
Service Availability and Conditions

Section 3.01 Alsace covenants that all sewage collected by the Shady Lane private sanitary sewer lines will be discharged into the Exeter Sewer System for ultimate treatment and disposal, subject to the terms and conditions hereof and subject to the limits set forth herein. Exeter Shall accept such flows in such volume and character as required hereby for transportation, treatment and disposal. Exeter Shall transport, treat and dispose of all such Sewage in accordance with sound engineering practice and applicable requirements of governmental agencies having jurisdiction over the matter.

Alsace reserves the right to require any hookup as permitted by law and any customary fees shall be paid by Alsace to Exeter as may be appropriate at rates in effect at the time of connection. In the event that grinder pumps are needed to service future connection, neither Alsace, Exeter or Authority shall be responsible for the repair, maintenance or replacement of any grinder pump and all expenses of said grinder pump shall be the homeowners.

Section 3.02 The parties hereto agree that the Sewage Treatment Plant has permitted capacities as shown in NPDES Part I Permit PA0026972 and in the Water Quality Management Permit Part II 0692402 issued by the Pennsylvania Department of Environmental Resources are hereby allocated to Alsace Township as follows:

Average Daily Flow -	<u>Gallons Per Day</u>
	Alsace
	3240 gal/day

Section 3.03 That the Commonwealth of Pennsylvania, Department of Environmental Resources have issued to Shady Lane Estates, Ltd., a Water Quality Management Permit, No. 0689422 for the construction and installation of Sanitary Sewer Extension and pumping station pursuant to plans of Mast Engineering Co. Inc. Job No. 1332 dated March 26, 1991.

Section 3.04 Alsace covenants that no roof drainage water, storm water, excessive ground water, infiltration, surface drainage or building foundation drainage shall be discharged into the Exeter Sewer System, either directly or indirectly.

Alsace covenants by Resolution or Ordinance respectively that the appropriate party will prohibit the discharge of any Sewage or other wastes into the Exeter Sewer System having characteristics that violate the provisions of Ordinance 367 or its amendments or subsequent ordinances 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 Exeter governing the discharge of sewage into the Exeter Sewer System from time to time in effect. Alsace covenants that it has enacted and will keep in full force and effect so long as sewage shall be discharged from properties in Alsace into the Exeter Sewer System an ordinance or ordinances prohibiting the discharge of sewage at least as stringent as the similar sewer use ordinance or ordinances at the time in effect in Exeter and which ordinance or ordinances of Alsace 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. Alsace further covenants and agrees that it will enter into appropriate interjurisdictional agreements from time to time required by the United States Environmental Protection Agency or any other governmental regulatory body having jurisdiction.

Section 3.05 Alsace covenants and agrees and represents that it will cooperate together and with Authority and Exeter to do all things necessary to implement this Agreement, including, but not limited to:

(1) keeping appropriate records on each entity located within Alsace, now being serviced by or intended to be serviced by Exeter and Authority pursuant to this Agreement.

(2) will establish sewer rate and fee schedule and cause to be collected from each entity all costs, fees and charges, including tapping fees, necessary to comply with the terms of the Agreement.

(3) create a separate sewer district within Alsace for those entities located within Alsace and covered by this Agreement.

(4) submit all necessary governmental requirements including, but not limited to:

(a) Act 537 Plan Amendments

(b) Sewage Planning Modules

(5) adopt all resolutions and ordinances necessary to implement the terms of this Agreement.

Section 3.06 Alsace shall be subject to all restrictions, conditions and limits as may be imposed by Alsace by Ordinance or Resolution on the collection, transportation and treatment

of sanitary sewage and wastewater; provided said restrictions, conditions and limits shall apply uniformly throughout the Authority system.

Section 3.07 That any future applications for additional allocations of sewage treatment capacities shall be made through Alsace Township pursuant to the terms of this Agreement and any amendments thereto.

ARTICLE IV Cost

Section 4.01 Alsace shall be billed by Exeter for the sanitary sewage/wastewater to be received and treated by Authority pursuant to this Agreement.

Alsace agrees to pay for said services in accordance with the rates and charges as may be established from time to time by Exeter and/or Authority, which rates shall not be greater than the current charges to other existing customers in Exeter.

Section 4.02 Alsace agrees to pay to Exeter and/or Authority all normal and customary fees and charges for all new connections to the Exeter system at the fees and charges then in effect. The current fees and charges for new connections are as attached and included in Exhibit "B". Alsace acknowledges and understands that the fees and charges may change and that the conditions for hook-up of any new connection to the Exeter system shall be the payment of all then existing fees and charges.

Section 4.03 Exeter and Alsace agree that Exeter shall perform the management including meter reading of the sewer system and shall bill and Alsace shall pay quarterly for this services. Alsace assumes all responsibility for their own collection of the appropriate fees to users within Alsace Township. All bills must be paid within thirty (30) days of receipt. If not so paid, such bills will be subject to customary late fees.

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, Authority and/or Exeter are required to upgrade the Sewage Treatment Plan, then Alsace shall pay a proportionate share of the costs of any such upgrading, calculated in a manner consistent herewith for sharing costs of the Project. 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 Alsace agrees that the rules and regulations to be adopted governing the installation of laterals connecting properties in Alsace to the Shady Lane private sewer lines shall be at least as stringent as requirements for like installations adopted by Authority or Exeter, as appropriate.

Authority continually shall provide Alsace 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.

Section 5.03 If the Authority and/or Exeter requires, Alsace grants to Authority and Exeter, 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 Alsace in, along, over and under which the Exeter Sewer System, including the sewers to be constructed under the provisions hereof, 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. Authority or Exeter, as appropriate, shall repair or restore such streets, roads, lanes, courts, public squares, alleys and highways of Alsace 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. Despite anything to the contrary within this section, Alsace has the primary responsibility to construct, replace, repair, alter, maintain and operate that portion of the sewer system located within Alsace's geographic boundary. In the event that Alsace fails to properly construct, replace, repair, alter, maintain and/or operate said sewer system, Authority and Exeter have the right pursuant to this section to make such construction, maintenance and repair at Alsace's sole cost and expense.

Section 5.04 Alsace agrees to furnish or to cause to be furnished to Authority and Exeter all information deemed essential by Authority and Exeter, as appropriate, for determination of the character and strength of sewage discharged into the Exeter Sewer System.

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

Authority and Exeter, as appropriate, shall provide authorized representative of Alsace with access, at reasonable times, to the Exeter Sewer System in order to assure compliance with the terms of this Agreement.

Section 5.05 Authority and Exeter, 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 Pennsylvania Department of Environmental Resources or any other governmental body having jurisdiction.

Section 5.06 Alsace covenants and agrees that it will comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Pennsylvania Department of Environmental Resources or any other governmental body having jurisdiction.

Section 5.07 Authority and Exeter may enter into any new or additional agreement concerning transportation, treatment and disposal by Authority or Exeter, as appropriate, of sewage from any other municipality; provided, however, that no such new or additional agreement shall impair the ability of Authority or Exeter, as appropriate, to receive, transport, treat and dispose of sewage collected in Alsace 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 Authority and Exeter, one to be appointed by Alsace 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**

BY: *A. Michael Poyner*
Chairman

ATTEST: *Sarah L. Skone*
Asst. Secretary

**Township of Exeter
Berks County, Pennsylvania**

BY: *Jack K. Buler*
Chairman

ATTEST: *David T. Concordia* 12-23-96
Secretary

**Township of Alsace
Berks County, Pennsylvania**

BY: *Jeff Pweller*
Chairman

ATTEST: *Jane M. Buder*
Secretary

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this, the 16th day of December, 1996 before me, the undersigned officer, personally appeared J. Michael Foyner, who acknowledged himself to be the Chairman of EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY and that as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of such Authority by himself as such officer.

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

Joanne M. Posey

Notarial Seal
Joanne M. Posey, Notary Public
Exeter Twp., Berks County
My Commission Expires Oct. 16, 1999

COMMONWEALTH OF PENNSYLVANIA:

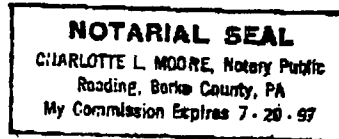
: ss.

COUNTY OF BERKS :

On this 23rd day of December, 1996, before me, a Notary Public, the undersigned officer, personally appeared Linda K. Buler, who acknowledged herself to be Chairperson of THE TOWNSHIP OF EXETER and that as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the Township by herself as such officer

IN WITNESS WHEREOF, I hereunto set my hand and Notary Seal.

Charlotte L. Moore



COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BERKS :

On this, the 30th day of December, 1996 before me, the undersigned officer, personally appeared Joseph E. Williams, who acknowledged himself to be the Chairman of THE TOWNSHIP OF ALSACE and that as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of such Township by himself as such officer.

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

Jane M. Bender

Notarial Seal
Jane M. Bender, Notary Public
Alps Twp., Berks County
My Commission Expires Feb. 9, 1998
Member, Pennsylvania Association of Notaries

4975 DeMoss Road
Reading, PA 19606

Exeter Township, Berks County
Pennsylvania



Solicitor
FREDERICK L. REIGLE, P.C.
ATTORNEY AT LAW
2901 ST. LAWRENCE AVE.
SUITE 202
READING, PA 19606

EXETER TOWNSHIP

Berks County, Authority

December 29, 2008

Mr. Troy S. Bingaman
Exeter Township Municipal Building
4975 DeMoss Road
Reading, PA 19606

RE: AMENDMENT TO INTERMUNICIPAL AGREEMENT
WITH ALSACE TOWNSHIP

Enclosed herewith please find a fully executed copy of the Amendment to Intermunicipal Agreement of December 16, 1996 between Exeter Township, Berks County, Authority, Township of Exeter and The Township of Alsace. As you may recall, this is the Amendment that was prepared increasing Alsace Township's capacity in the Exeter Township's Sewer System.

If you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Frederick L. Reigle

FLR/blf
encl
cc: Paul Herb
Andy Bellwoar, Esquire
Larry Drogo, w/o encl.

RECEIVED
DEC 30 2008
EXETER TOWNSHIP
BOARD OF SUPERVISORS

AMENDMENT TO INTERMUNICIPAL AGREEMENT

WHEREAS, the parties to this Amended Municipal Agreement being EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY ("Authority") and THE TOWNSHIP OF EXETER ("Exeter"), Berks County, Pennsylvania, parties of the first part and THE TOWNSHIP OF ALSACE ("Alsace"), Berks County, Pennsylvania, party of the second part, have heretofore entered into a Municipal Agreement dated as of December 16, 1996, such Agreement providing for certain sanitary sewer flow allocations to permit connections of certain properties located in Alsace Township to be ultimately connected to the sanitary sewer collection system owned by the Authority and operated by Exeter so as to permit the transportation of the sanitary sewer flow to the Exeter Township sanitary sewer plant for treatment; and,

WHEREAS, the parties find it necessary to amend such agreement for the reasons set forth herein; and,

WHEREAS, Shady Lane Estate, Ltd., ("Shady Lane") operates and maintains a certain mobile home park located in Alsace Township and such park generates sanitary sewer flows which are the subject matter of both the original Agreement as well as this amended Agreement; and,

WHEREAS, Shady Lane Mobile Home Park has expanded over the years requiring Alsace to acquire additional sewage capacity in both the Authority's sanitary sewer collection system as well as its treatment plant; and,

WHEREAS, certain limitations have been placed on the number of connections that can be made to the Exeter sanitary sewer collection system pending the completion of certain capital improvements undertaken pursuant to a Corrective Action Plan that the Authority has filed with and has been approved by Pennsylvania Department of Environmental Resources; and,

WHEREAS, the parties hereto wish to make provisions for the increased sanitary sewer capacity presently required to provide service to the Shady Lane Mobile Home Park as they now exist as well as certain additional capacities that will be required to provide service to such Mobile Home Park when it is fully built out, subject of course to any applicable governmental restrictions and regulations.

NOW THEREFORE, Exeter, the Authority, and Alsace for and in consideration of the covenants and agreements herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

1. The definitions as set forth in Article 1 of the Agreement dated as of Article 1 on Exhibit A are incorporated herein by reference.
2. Section 3.02 of the Agreement as of December 16, 2006, shall be, and is hereby amended to read as follows:

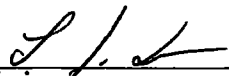
The Parties hereby agree that the sewage treatment plant has permitted capacities as shown and NPDES Part 1 Permit 026972 issued by the Pennsylvania Department of Environmental Protection and a portion of such capacity is hereby allocated to Alsace Township as follows:


The total number of connections allocated to Alsace Township shall not exceed 41 EDU's and the total allocated flow shall not exceed 9,389 gallons per day.

3. The parties hereto agree to fully cooperate with each other to implement the previous Agreement pursuant to the Corrective Action Plan approved by the Pennsylvania Department of Environmental Protection or any such subsequent Agreement order affecting the Authority's sanitary sewer system.
4. All other terms and conditions of the original Agreement as set forth in Exhibit A shall remain in full force and effect unless they conflict with the provisions of this Agreement in such event the provisions of this Amendment shall control.
5. This Amended Agreement shall be binding upon the Parties hereto and their respective successors and assigns.
6. This Amended Agreement may be executed in any number of counterparts each of which shall be an original, with such counterparts together shall constitute but one an the same instrument
7. Any disputes that may arise pursuant to the terms of this Amended Agreement or pursuant to the provisions set forth in the original Agreement shall be determined pursuant to the provisions of the Pennsylvania Law in the Court of Common Pleas and in for Berks County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Amended 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.

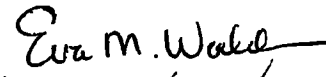
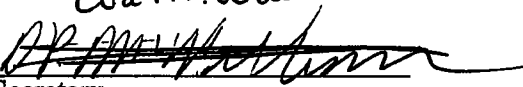
EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

BY: 
Chairman

ATTEST: 
Secretary

TOWNSHIP OF EXETER, BERKS COUNTY,
PENNSYLVANIA

BY: 
Chairman


Eva M. Walsh
ATTEST: 
Crest. Secretary

TOWNSHIP OF ALSACE, BERKS COUNTY,
PENNSYLVANIA

BY: 
Chairman

ATTEST: 
Secretary

SECOND AMENDMENT TO INTERMUNICIPAL AGREEMENT

WHEREAS, the parties to this Second Amendment Municipal Agreement (“Second Amendment”) being THE TOWNSHIP OF EXETER (“Exeter”), Berks County Pennsylvania, party of the first part, and THE TOWNSHIP OF ALSACE (“Alsace”) Berks County, Pennsylvania, party of the second part, have heretofore entered into a Municipal Agreement dated as of December 16, 1996 (the “Agreement”), such Agreement providing for certain sanitary sewer flow allocations to permit connections of certain properties located in Alsace Township to be ultimately connected to the sanitary sewer collection system then owned by the Exeter Township, Berks County, Pennsylvania (“Authority”), and operated by Exeter so as to permit the transportation of the sanitary sewer flow to the Exeter Township sanitary sewer plant for treatment; and,

WHEREAS, Exeter, Alsace and the Authority entered into a first amendment in 2008 (“First Amendment”) to increase the gallons per day (“gpd”) to 9,389 gpd; and

WHEREAS, Exeter has now disbanded the Authority; and,

WHEREAS, the parties find it necessary to amend Agreement for the reasons set for herein; and,

WHEREAS, the parties hereto wish to make provisions for sanitary sewer capacity presently required to provide service to the dwelling at 288 Spies Church Road that is experiencing septic system failure, as well as certain additional capacity that will be required in order to provide service to as many as 4 other dwellings along Spies Church Road, as well as a property at 182 Old Friedensburg Road, subject of course to any applicable governmental restrictions and regulations.

NOW THEREFORE, Exeter, and Alsace for and in consideration of the covenants and agreements herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

1. The definitions as set forth in the Agreement are incorporated herein by reference, noting that the Exeter Sewer System is now owned by Exeter.

2. Section 3.02 of the Agreement, previously amended by the First Amendment, shall be, and is hereby amended to read as follows:

The parties hereby agree that the Sewage Treatment Plant has permitted capacities as shown in NPDES Part 1 Permit 026972 issued by the Pennsylvania Department of Environmental Protection and a portion of such capacity is hereby allocated to Alsace Township as follows:

The total number of connections allocated to Alsace Township shall not exceed 47 EDUs and the total allocated flow shall not exceed 10,763 gallons per day.

3. Alsace hereby represents and warrants that:
 - a. There is sufficient capacity in that portion of the sewer system located within Alsace's geographic boundary for the increased gpd flow as set forth above;
 - b. Alsace shall timely respond to the annual Chapter 94 questionnaires (or similar document) submitted to it by Exeter concerning EDUs connected in order to assist in tracking the number of connections;

- c. Alsace has enacted and will continue to keep in full force and effect an ordinance or ordinances that require compliance with Exeter's ordinances concerning the Exeter Sewer System; and
 - d. Alsace owns and maintains the sewer line in and under Spies Church Road.

- 4. All other terms and conditions of the original Agreement as well as the First Amendment shall remain in full force and effect unless they conflict with the provisions of this Second Agreement; in such event the provisions of this Second Amendment shall control.

- 5. This Second Amended Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

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

- 7. Any disputes that may arise pursuant to the terms of this Second Amended Agreement or pursuant to the provisions set forth in the original Agreement shall be determined pursuant to the provisions of Pennsylvania Law in the Court of Common Pleas in and for Berks County, Pennsylvania.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Second Amended Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereunto, all as of this _____ day of _____, 2014.

TOWNSHIP OF EXETER, BERKS COUNTY,
PENNSYLVANIA,

BY: _____
Chairman

ATTEST: _____
Secretary

TOWNSHIP OF ALSACE, BERKS COUNTY
PENNSYLVANIA

BY: _____
Chairman

ATTEST: _____
Secretary

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the "Agreement"), is dated as of the 26th day of March, 2014 between THE TOWNSHIP OF EXETER ("Exeter"), Berks County, Pennsylvania, and THE TOWNSHIP OF LOWER ALSACE ("Lower Alsace"), Berks County, Pennsylvania.

WITNESSETH:

WHEREAS, Exeter owns and operates a sanitary sewer system (the "Exeter Sewer System"), for the purpose of collection, transportation, treatment and disposal of sewage;

WHEREAS, there are certain areas located within Lower Alsace where residents live in close proximity to existing sanitary sewer lines that are part of the Exeter Sewer System;

WHEREAS, Exeter and Lower Alsace have determined that it is in the best interests of the municipal entities and certain residents that Exeter should permit interconnection by other municipalities with its facilities so as to accept sanitary sewage flows originating from outside of the municipal limits of Exeter; and

WHEREAS, in light of the foregoing, Exeter shall bill Lower Alsace and Lower Alsace shall make payment to Exeter, for use of the Exeter Sewer System.

NOW, THEREFORE, Exeter and Lower Alsace 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 1.01 for the purposes of this Agreement shall have the following meanings, unless the context clearly otherwise requires:

"Lower Alsace" shall mean the Township of Lower Alsace, Berks County, Pennsylvania, a Pennsylvania Second Class Township.

"Exeter Sewer System" shall mean the sanitary sewage collection and transportation system and sewage treatment and disposal facilities, including all related and necessary facilities, in and adjacent to

Exeter, owned by Exeter for operation and use, including all future additions, alternations and improvements thereto.

"Sewage" shall mean domestic sewage and/or industrial wastes, as such terms usually and customarily are used by sanitary engineers.

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

ARTICLE II Service Availability and Conditions

Section 2.01 Lower Alsace covenants that all Sewage passing from Lower Alsace into the Exeter Sewer System shall be collected by and through the Exeter Sewer System for ultimate treatment and disposal, subject to the terms and conditions hereof and subject to the limits set forth herein. Exeter shall accept such flows in such volume and character as required hereby for transportation, treatment and disposal. Exeter shall transport, treat and dispose of all such Sewage in accordance with sound engineering practice and applicable requirements of governmental agencies having jurisdiction over the matter.

Lower Alsace reserves the right to require any hookup as permitted by law so long as Exeter certifies there is sufficient capacity in the Exeter Sewer System, and any customary fees shall be paid by Lower Alsace to Exeter as may be appropriate, at rates in effect at the time of connection. In the event that grinder pumps are needed to service existing or future connections, Lower Alsace shall by Ordinance require compliance by property owners with the grinder pump ordinance of Exeter, as it may be amended from time to time, and neither Lower Alsace nor Exeter shall be responsible for the repair, maintenance or replacement of any grinder pump and all expenses of said grinder pump shall be the homeowner's responsibility.

Section 2.02 The parties hereto agree that the Sewage Treatment Plant has permitted capacities as shown in NPDES Part I Permit PA0026972 and in the Water Quality Management Permit Part II 0692402 issued by the Pennsylvania Department of Environmental Resources. Exeter hereby allocates to Lower Alsace Township the following:

Average Daily Flow - 6,183 gal/day (based on 27 residences at 229 gal/day)

Section 2.03 Lower Alsace covenants that no roof drainage water, storm water, excessive ground water, infiltration, surface drainage or building foundation drainage shall be discharged into the Exeter Sewer System, either directly or indirectly.

Lower Alsace covenants by Resolution or Ordinance that it will prohibit the discharge of any Sewage or other wastes into the Exeter Sewer System having characteristics that violate the provisions of Chapter 305 of the Code of the Township of Exeter, Berks County, or any amendments or subsequent ordinances of Exeter 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 Exeter governing the discharge of Sewage into the Exeter Sewer System from time to time in effect. Lower Alsace covenants that it has enacted and will keep in full force and effect, so long as Sewage shall be discharged from properties in Lower Alsace into the Exeter Sewer System, an ordinance or ordinances prohibiting the discharge of Sewage at least as stringent as the similar sewer use ordinance or ordinances at the time in effect in Exeter, and which ordinance or ordinances of Lower Alsace 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. Lower Alsace further covenants and agrees that it 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.

Section 2.04 Lower Alsace covenants and agrees that it will cooperate with Exeter to do all things necessary to implement this Agreement, including, but not limited to:

- (1) keeping appropriate records on each property located within Lower Alsace, now being serviced by or intended to be serviced by Exeter pursuant to this Agreement.
- (2) establishing a sewer rate and fee schedule, and amend it from time to time as required.
- (3) causing to be collected from each property all costs, fees and charges, including tapping fees, necessary to comply with the terms of the Agreement.
- (4) creating a separate sewer district within Lower Alsace for those properties located within Lower Alsace that are covered by this Agreement.

(5) submitting to the proper authority all necessary governmental requirements including, but not limited to:

- (a) Act 537 Plan Amendments; and
- (b) Sewage Planning Modules.

There is no limitation on the ability of Lower Alsace to enter into an agreement with an agent to complete the obligations of Lower Alsace as set forth at (1) and (3) above, subject only to the approval of Exeter.

Section 2.05 Lower Alsace shall be subject to all restrictions, conditions and limits as may be imposed by Exeter by Ordinance or Resolution on the collection, transportation and treatment of sanitary sewage and wastewater; provided said restrictions, conditions and limits shall apply uniformly throughout the Exeter Sewer System.

Section 2.06 That any future applications for additional allocations of sewage treatment capacities in the Exeter Sewer System shall be made through Lower Alsace Township pursuant to the terms of this Agreement and any amendments thereto.

ARTICLE III Costs

Section 3.01 Lower Alsace shall be billed by Exeter, in accordance with the rates and charges as may be established from time to time by Exeter, which rates shall not be greater than the current charges to other existing customers in Exeter, for the sanitary sewage/wastewater to be received and treated by Exeter pursuant to this Agreement.

Lower Alsace shall pay to Exeter on a quarterly basis those fees and charges incurred by Exeter in fulfilling its duties pursuant to this Agreement.

Lower Alsace acknowledges and understands that the fees and charges may change and that the condition for hook-up of any new connection to the Exeter Sewer System shall be the payment of all then-existing fees and charges.

Section 3.02 Lower Alsace assumes all responsibility for their own collection of the appropriate fees from Lower Alsace residents. All billing statements must be paid within thirty (30) days of receipt by a Lower Alsace resident. If not so paid, such billing statement will be in default and subject to customary late fees.

Section 3.03 Lower Alsace covenants and represents that Lower Alsace shall be responsible and pay for its own costs and other charges that are reasonable and necessary for the review of this Agreement; and for the reasonable and necessary government submissions, reviews and approvals for the implementation of the terms and conditions of this Agreement, including, but not limited to, adoption of ordinances, resolutions, Act 537 Plan Amendment Submissions, and creation of a separate sewer district in Lower Alsace.

ARTICLE IV Miscellaneous

Section 4.01 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 is required to upgrade the Exeter Sewer System, then Lower Alsace shall pay a proportionate share of the costs of any such upgrading, calculated in a manner consistent herewith for sharing costs of the project. The parties hereto agree to enter into a supplemental agreement hereto in order to implement and carry out the intent and purpose of the foregoing.

Section 4.02 If Exeter requires, Lower Alsace grants to Exeter, and its 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 Lower Alsace in, along, over and under which the Exeter Sewer System, including the sewers constructed and/or to be constructed under the provisions hereof, 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 shall repair or restore such streets, roads, lanes, courts, public squares, alleys and highways of Lower Alsace in accordance with the standards of the Pennsylvania Department of Transportation with respect to similar repair of comparably constructed state highways. Despite anything to the contrary within this section, Lower Alsace has the primary responsibility to construct, replace, repair, alter, maintain, and operate that portion of the Exeter Sewer System located within Lower Alsace's geographic boundary. In the event that Lower Alsace fails to properly construct, replace, repair, alter, maintain and/or operate said Exeter Sewer System, Exeter has the right pursuant to this section to make such construction, maintenance, and repair at Lower Alsace's sole cost and expense.

Section 4.03 Lower Alsace agrees to furnish or to cause to be furnished to Exeter all information deemed essential by Exeter, as appropriate, for determination of the character and strength of sewage discharged into the Exeter Sewer System.

Section 4.04 Exeter covenants and agrees that it 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 Resources or any other governmental body having jurisdiction.

Section 4.05 Lower Alsace covenants and agrees that it will comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Pennsylvania Department of Environmental Resources or any other governmental body having jurisdiction.

Section 4.06 Exeter may enter into any new or additional Agreement concerning transportation, treatment and disposal by Exeter of Sewage from any other municipality; provided, however, that no such new or additional Agreement shall impair the ability of Exeter to receive, transport, treat, and dispose of sewage presently collected in Lower Alsace in accordance with the terms of this Agreement.

Section 4.07 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, one to be appointed by Lower Alsace, 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. Unless otherwise determined by the majority of the arbitrators, each party hereto shall pay the costs of its own appointee and one-half of the costs of the third arbitrator.

Section 4.08 This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

[The remainder of this page is intentionally left blank.]

Section 4.09 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute 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.

TOWNSHIP OF EXETER,
BERKS COUNTY, PENNSYLVANIA

Evan M. Walsh
Asst. Secretary
Business / Personnel Admin.

BY: J. Bullock
Chairman

TOWNSHIP OF LOWER ALSACE,
BERKS COUNTY, PENNSYLVANIA

Larry L. Styn
Lower Alsace Mgr., Secretary

BY: James S. Clark
Chairman

EXHIBIT A

11193256v1

"EXHIBIT I"

COPI

B_I_L_L O_F S_A_L_E

KNOW ALL MEN BY THESE PRESENTS, that PARKWAY ACRES, INC., a Pennsylvania corporation with its principal place of business located at 108 North 87th Street, Borough of Mt. Penn, Berks County, Pennsylvania, and BERKSHIRE GREENS, INC., a Pennsylvania corporation with its principal place of business located at 108 North 87th Street, Borough of Mt. Penn, Berks County, Pennsylvania, in consideration of the sum of ONE DOLLAR (\$1.00), and the receipt of which is hereby acknowledged, and other valuable consideration to us in hand paid by the TOWNSHIP OF EXETER, a municipal subdivision of Berks County, Pennsylvania, said other valuable consideration including an Agreement to be executed by Exeter Township with Lower Alsace Township at or before the delivery of this Bill of Sale, wherein and whereby inter alia the said Townships mutually consent and agree to the granting of reciprocal easements, one to the other, concerning the joint and reciprocal use of the sewer collection lines lying in Exeter and Lower Alsace Townships and comprising a part of a sewer district lying in Pennside and draining into the Mt. Penn Borough Sewer Disposal Plant in Exeter Township, said reciprocal Agreement being intended to secure the right to both Townships of a free and uninterrupted flow of sewage through said collection lines at all times (a copy of said reciprocal Agreement being attached hereto and made a part of this Bill of Sale, marked Exhibit "A"), do hereby grant, bargain, sell, release and confirm unto the said TOWNSHIP OF EXETER

title and interest in and to the same, including all privileges, easements and appurtenances in and to the land in which the same are laid.

TO HAVE AND TO HOLD, all and singular, the said goods and chattels and articles of personal property and every of them, by these presents bargained, sold, released, granted and confirmed unto the said TOWNSHIP OF EXETER to its only proper use and behoof, its successors and assigns forever.

AND, the said PARKWAY AGRES, INC., and BERKSHIRE GREENS, INC., do by these presents hereby promise, covenant and agree for themselves, its successors and assigns, to warrant and defend the title of the said goods, chattels and articles of personal property against all and every person and persons whomsoever.

AND the said PARKWAY AGRES, INC., does hereby constitute and appoint Byron W. Whitman to be its Attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Bill of Sale before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

AND the said BERKSHIRE GREENS, INC., does hereby constitute and appoint Byron W. Whitman to be its Attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Bill of Sale before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly

be executed by its respective Presidents and its respective
seals affixed, attested by its respective Secretaries, this
86th day of April A.D. 1947.

PARKWAY AGES, INC.

By /s/ Byron W. Whitman
President
SEAL

ATTEST: /s/ L. Mae Davidson
Secretary

BERKSHIRE GREENS, INC.

By /s/ Byron W. Whitman
President
SEAL

ATTEST: /s/ L. Mae Davidson
Secretary

STATE OF PENNSYLVANIA:

ss

COUNTY OF BERKS:

I hereby certify, that on this 26th day of April A. D. 1947, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EYRON W. WHITMAN, the attorney named in the foregoing Bill of Sale, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Bill of Sale to be the act and deed of the said Parkway Acres, Inc.

WITNESS my hand and Notarial seal the day and year aforesaid.

My commission expires: April 8, 1951

(SEAL)

/s/ Norma Z. Gannon
Notary Public

STATE OF PENNSYLVANIA:

ss

COUNTY OF BERKS:

I hereby certify, that on this 26th day of April A.D. 1947, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EYRON W. WHITMAN, the attorney named in the foregoing Bill of Sale, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Bill of Sale to be the act and deed of the said Berkshire Greens, Inc.

WITNESS my hand and Notarial seal the day and year aforesaid.

My Commission expires: April 8, 1951

EXHIBIT "A"

A G R E E M E N T

MADE AND CONCLUDED this 18th day of April, 1947,
between LOWER ALSACE TOWNSHIP, a second class township located
in Berks County, Pennsylvania, hereinafter called "LOWER
ALSACE", party of the first part, and EXETER TOWNSHIP, a
second class township located in Berks County, Pennsylvania,
hereinafter called "EXETER", party of the second part.

WHEREAS, LOWER ALSACE in 1945 acquired certain
facilities for disposal of domestic sewage lying within a
portion of the Township of Lower Alsace known as "Pennside East
Addition" and being near the division line between Lower Alsace
Township and Exeter Township, and which sewage so collected is
required to pass through a portion of Exeter Township before
draining into the Mt. Penn Sewage Disposal Plant located in
Exeter Township, Berks County, Pennsylvania, as more specifically
shown and indicated on the plan or sketch hereto attached and
made a part hereof, marked Exhibit "A"; and

WHEREAS, Exeter Township is about to acquire similar
facilities for disposal of domestic sewage lying within a
portion of the Township of Exeter also known as "Pennside East
Addition" near the division line between Lower Alsace Township
and Exeter Township and which sewage is likewise discharged
into the Mt. Penn Sewage Disposal Plant located in Exeter Town-
ship, requiring in several instances the sewage being so drained
from Exeter Township to pass first through a portion of Lower
Alsace Township before being drained into the sewage disposal

WHEREAS, as a part of the consideration and as a condition precedent to acquiring the aforesaid facilities or collection lines from Parkway Acres, Inc., and Berkshire Greens, Inc., the said Exeter Township covenanted to enter into a reciprocal Agreement with Lower Alsace Township whereby each Township agrees to permit the other full use of the sewage collection lines for the purpose of securing a free and uninterrupted flow of sewage through the collection lines of both Townships whether the sewage emanates in Exeter or Lower Alsace Township and flows through the other Township in order to drain into the Disposal Plant in Exeter Township; and

WHEREAS, the Townships have agreed to the terms, covenants and conditions of such a reciprocal Agreement and desire to evidence such agreement in writing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants herein contained, and for the further consideration of ONE DOLLAR (\$1.00) each in hand paid to the other, and the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

(1) LOWER ALSACE TOWNSHIP does hereby grant unto Exeter Township such use of its sewage collection line facilities as may be necessary to afford and secure a free and uninterrupted flow of sewage through the collection lines of Lower Alsace Township so that the same may drain into the Mt. Penn Borough Sewage Disposal Plant lying in Exeter Township regardless of the source of said sewage.

(2) EXETER TOWNSHIP does hereby grant unto Lower

the source of said sewage.

(3) It is mutually covenanted and agreed that each Township shall maintain and repair its own sanitary sewage collection lines, manholes, facilities, etc., at its own expense.

(4) It is hereby understood and agreed that the Agreement executed March 31, 1943 between Lower Alsace Township and Parkway Acres, Inc., concerning a similar easement granted by Parkway Acres, Inc., to Lower Alsace Township and for the same purpose shall be automatically terminated upon the execution of this Agreement as being no longer necessary.

(5) That this Agreement shall continue so long as the respective Townships are the owners of the sanitary sewage collection facilities herein described and require drainage into the Mt. Penn Borough Sewage Disposal Plant, and in effect constitutes one complete sewage disposal system lying within two separate Townships.

IN WITNESS WHEREOF, the parties to these presents have caused this Agreement to be executed by their respective officers with the intent to legally bind themselves, their successors and assigns the day and year first above written.

LOWER ALSACE TOWNSHIP

By /s/ Edward L. Seasholtz
President

ATTEST;

/s/ Alton I. Stump
Sec'y.

EXHIBIT "B"

DESCRIPTION OF SANITARY SEWER COLLECTION LINES (VITRIFIED TERRA COTTA PIPE) AND MANHOLES COMPLETE, LOCATED IN EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, AND ABOUT TO BE TRANSFERRED TO EXETER TOWNSHIP, TOGETHER WITH ALL APPURTENANCES, EASEMENTS, ETC.

No. 1 - ALL THAT CERTAIN 8" terra cotta collection line lying 100 feet north of and parallel to the northerly side of Butter Lane beginning at the intersection of the said described line with the division line between Lower Alsace Township and Exeter Township and extending in an easterly direction 100 feet north from and parallel to the said Butter Lane, a distance of 800 feet to a manhole; thence in a northeasterly direction from said manhole to the trunk line of the Mt. Penn Borough municipal sewers, the distance of 20 feet to said trunk line.

No. 2 - ALL THAT CERTAIN 10" terra cotta collection line beginning at a point in the division line between the Township of Lower Alsace and the Township of Exeter, said point being 80 feet east of the easterly side of Prospect Street and 90 feet south of the southerly side of Lenex Avenue; thence in a southerly direction the distance of 75 feet to a manhole in Filbert Avenue; thence in a southeasterly direction along and through said Filbert Avenue a distance of 300 feet to a manhole in said Filbert Avenue; thence extending southwesterly the distance of 120 feet to a point in the trunk line of the Mt. Penn Borough municipal sewer system.

No. 3 - ALL THAT CERTAIN 8" terra cotta collection line beginning at a manhole, which manhole is located in

the southwesterly side of Filbert Avenue and in the 10" terra cotta line described in paragraph No. 2 above; thence extending in a northwesterly direction from said manhole by a line 70 feet southwest of and parallel to the southwesterly side of Filbert Avenue in a northwesterly direction the distance of 140 feet to a manhole; and by a line 70 feet southwest of and parallel to the southwesterly side of Filbert Avenue in a southeasterly direction from the aforementioned manhole, the distance of 140 feet to a manhole.

No. 4 - ALL THAT CERTAIN 8" terra cotta collection line beginning at a manhole in the intersection of George Street and Lenox Avenue, and extending in a southerly direction in George Street from the said manhole the distance of 120 feet.

No. 5 - ALL THAT CERTAIN 8" terra cotta collection line beginning at the manhole as described in paragraph No. 4 above, and extending westerly in Lenox Avenue the distance of 120 feet to a point in the division line between the Township of Lower Alsace and the Township of Exeter.

No. 6 - ALL THAT CERTAIN 10" terra cotta collection line beginning at the manhole mentioned in paragraph No. 5 above, and extending in a northwesterly direction the distance of 40 feet to a point in the division line between the Township of Lower Alsace and the Township of Exeter.

No. 7 - ALL THAT CERTAIN 10" terra cotta collection line lying in Park Street and beginning at a manhole, said manhole being 240 feet southeast of the southerly side of Byram Street and extending from the said manhole in a northwesterly

EXHIBIT B

"EXHIBIT II"

AN AGREEMENT

THIS AGREEMENT made the 7 day of August A.D., 1947, between the TOWNSHIP OF TAYLOR, a second class township located in Berks County, Pennsylvania, hereinafter called "Township", party of the first part, and the BOROUGH OF MT. PEARL, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "Borough", party of the second part.

MT. PEARL, Township has acquired certain facilities for disposal of domestic sewage within a portion of the Township of Taylor near the Borough limits of the Borough of Mt. Pearl, and has established, or is about to establish, said domestic sewage system as a sewer system of said Township; and

MT. PEARL, Township desires to dispose of its domestic sewage flow by connection with the disposal system of Borough;

NOW THIS AGREEMENT WITNESSETH: That in consideration of the premises, the mutual promises of the parties hereto, and the payment of the stipulated charges, the parties hereto agree as follows:

1. Borough agrees to accept delivery to its mains of domestic sewage from the domestic sewage system of Township or any additions thereto, as hereinafter set forth, at the mains of Borough, and will dispose of said domestic sewage delivered to its lines by Township under the schedule of rates and terms of payment as set forth in the schedule hereto attached, made a part hereof, and marked Exhibit "A".

2. Township agrees, at its sole cost and expense,

3. Township shall, at its sole expense, make all installations necessary for servicing, maintaining, relaying and repairing all of its sewage collection system; provided, however, that any maintenance or repairs, relaying or extension of said system shall be subject to the approval of the Borough insofar as such repairs, relaying, or extension of said system shall affect the disposal system of the Borough.

4. Party of the first part agrees that it will save the Borough harmless from any and all action or actions, suit or suits, claim or claims, in law or equity, arising out of or caused in any manner by reason of the performance of this contract.

5. Party of the first part hereby gives to Borough, its agents and employees, the right to examine, survey and inspect all parts of the sewer system of party of the first part, its appurtenances and properties attached to pipe lines and tributaries to the system, including the connection of the said system to the mains of Borough. Should Borough, upon such examination, survey or inspection, find conditions detrimental to its system, Borough shall give written notice to party of the first part by serving such notice personally or by registered mail to the Secretary of the Board of Supervisors of Township. The Borough may collect as liquidated damages the sum of \$15.00 a day from the time of such notice until the conditions are corrected to the satisfaction of Borough, or the actual expenses of Borough which may be occasioned by such detrimental conditions, whichever sum may be the greater; and unless party of the first part shall correct such detrimental

Township by serving such notice personally or by registered mail on the secretary of the Board of Supervisors of Township. In the event of such discontinuance of the service by Borough, Township releases and discharges Borough from all claim or claims as a result thereof, and agrees that it will save Borough harmless from any and all suit or suits, action or actions, claim or claims arising or caused by or related to the said discontinuance.

7. This Agreement shall go into effect on July 1, 1947, or as soon thereafter as any requisite approval thereof by any governmental authority and the Court of Quarter Sessions of Berks County shall have been obtained, and shall continue for a period of one year from July 1, 1947 to June 30, 1948, and thereafter from year to year, unless either party shall have given sixty (60) days' notice prior to the end of the year to the other party of its intention to terminate said contract, or unless said contract is sooner terminated in accordance with the other provisions hereof.

8. No new connections shall be made by Township to its domestic sewage disposal system without first giving notice to Borough before such connections are made.

9. The Borough on its part and in accordance with the terms of this Agreement, agrees to receive only domestic sewage delivered to it at its mains.

10. Township has caused this Agreement to be enacted by its duly authorized officers in pursuance of a Resolution of said Township, passed at a duly convened meeting on the

13 day of Sept.

1947. Borough has caused this

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be signed by their respective officers, duly
authorized as hereinbefore set forth, and their respective cor-
porate seals, if any, to be hereto affixed, with the intent to
legally bind themselves, their successors and assigns.

TOWNSHIP OF FORTEN

By: W. Charles M. Hayes
(President)

Attest: W. Charles L. Young
(Secretary)

BOROUGH OF MT. AIRY

By: W. L. Roy F. Christensen
Chief Burgess

Attest: Richard A. Snyder
Secretary

EXHIBIT "A"

RATES AND METHOD OF PAYMENT

Nine Dollars (\$9.00) per unit per year for the first two hundred (200) units.

The term "unit" shall refer to a single family residence. For multiple family residences, the unit rate shall be multiplied by the number of apartments or divisions designed for occupancy by a single family.

Payments shall be made quarterly in advance, commencing July 1, 1947. The amount of each quarterly payment shall be determined by certification by Township to borough five (5) days previous to the first day of January, April, July, and October of the number of connections existing on such day. Such charge shall be retroactive to the first day of the quarter for all additional connections made during each quarterly period.

OFFICE INTERMEDIATE

GENERAL
LITIGATION
ROLL

P R E L I M I N A R Y O R D E R

AND NOW, TO WIT, ^{Nov. 26} December 27, 1947, upon motion of
Russell H. Yoder, it is ORDERED AND DECREED that the 20th day of
December, 1947, at 9:30 A.M., E.S.T., be fixed as the time
for a hearing on the within petition and that notice thereof be
given by publication by one insertion in a newspaper of general
circulation in Berks County and in the Berks County Law Journal,
not less than ten days before the date set for said hearing.

BY THE COURT:

(s) Warren K. Hess
J.

EXHIBIT C

Use this copy to paste in your minute book.

*Resolution presented
Sept 13-1947
unanimously approved.*

A RESOLUTION

Be it resolved and it is hereby resolved, that the Bill of Sale, as read, between Parkway Acres, Inc. and Berkshire Greens, Inc. and the Township of Exeter, be adopted as a binding contract of this Township and that the proper Township officers be authorized and directed to accept in duplicate the said Bill of Sale, in behalf of the Township; and further that the Agreement between the Borough of Mt. Penn and the Township of Exeter, as read, relating to the drainage into and the disposal of the sewage collected by the sewage system to be purchased by the Township of Exeter, be adopted as a binding contract of the Township of Exeter and that the proper officers of the Township be authorized and directed to execute it in behalf of the said Township;

A. Provided however, that the adoption of the said two contracts be subject to the approval of the Court of Quarter Sessions of Berks County, Pennsylvania, and the Sanitary Water Board of the Commonwealth of Pennsylvania.

(This is to be pasted in your minutes book).

The Secretary reported that in pursuance of the resolution of this Board of Supervisors passed at a meeting held on ~~Sept~~ ^{Sept} 13 1947, negotiations had been completed with Parkway Acres, Inc. and Berkshire Greens, Inc., for the sale and conveyance for the nominal price of one (\$1.00) dollar, of a system of sewers presently accommodating and benefitting properties abutting Butter Lane, Filbert Street, Lenox Street, Prospect Boulevard, George Street, and Park Avenue, all in the Township of Exeter, to the said Township of Exeter; and that negotiations had also been completed with the Borough of Mt. Penn for the connection of the said system of sewers, so to be purchased by the Township, to its sewage system in order to drain and dispose of the sewage collected by the sewage system so to be purchased by the Township as aforesaid.

The Secretary also brought to the attention of the Board the fact that an agreement had been executed between Lower Alsace Township and Exeter Township under date of April 12, 1947, whereby each Township agreed to allow the other the use of such sewage lines as may be situated in its respective Township, but which the other Township requires the use of in order to secure uninterrupted flow of sewage to the disposal plant of the Borough of Mt. Penn.

The Secretary then read a proposed Bill of Sale between Parkway Acres, Inc. and Berkshire Greens, Inc. and the Township of Exeter conveying to the Township the sewage system aforesaid, together with certain easements and appurtenances, for the price of one (\$1.00) dollar and also read a proposed agreement between

therein) covenanted to accept delivery into its sewage disposal system of the sewage collected by the system to be purchased by the Township.

Then Supervisor *Charles S. Young* presented the following resolution which the Secretary read:

(Here paste a copy of the enclosed resolution on your minutes.)

Then Supervisor *Charles W. Hefner*, seconded by Supervisor *W. O. Rissmiller*, moved that the above resolution be adopted and spread on the minutes. This was agreed to by a unanimous vote of all the Supervisors present.

*Regular meeting of Board of Supervisors
Sept 13 - 1947*

Charles S. Young Sec.

EXHIBIT D

11193256v1

A G R E E M E N T

MADE and CONCLUDED this 20 day of *Nov*, 1953,
between LOWER ALSACE TOWNSHIP, a second class township located
in Berks County, Pennsylvania, hereinafter called "LOWER ALSACE",
party of the first part

A N D

EXETER TOWNSHIP, a second class township located in
Berks County, Pennsylvania, hereinafter called "EXETER", party
of the second part.

WHEREAS, LOWER ALSACE in 1943 acquired certain
facilities for disposal of domestic sewage lying within a
portion of the Township of Lower Alsace known as "Pennside East
Addition" and being near the division line between Lower Alsace
Township and Exeter Township, and which sewage so collected is
required to pass through a portion of Exeter Township before
draining into the Mt. Penn Sewage Disposal Plant located in
Exeter Township, Berks County, Pennsylvania, as more specifi-
cally shown and indicated on the plan or sketch hereto attached
and made a part hereof, marked Exhibit "A"; and

WHEREAS, LOWER ALSACE is contemplating the con-
struction or installation of additional sanitary sewers in
Sewage District #1 in Pennside, Lower Alsace Township, which
will require certain sewer lines or mains to extend into and
over streets lying in Exeter Township (as shown on the plan or
sketch attached hereto and made a part hereof, marked Ex-
hibit "A") in order to carry said sanitary sewage to the Mt.
Penn disposal plant located in Exeter Township; and

WHEREAS, EXETER has expressed its willingness to
permit such extension of sewer lines into Exeter Township
for the purpose of discharging said sanitary sewage into the
Mt. Penn disposal plant located in Exeter Township as aforesaid,
and the parties hereto desire to evidence such agreement in
writing.

NOW, THEREFORE, THIS AGREEMENT W I T N E S S E T H :

That for and in consideration of the mutual covenants herein contained and for the further consideration of the sum of ONE DOLLAR (\$1.00) each in hand to the other paid, and the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. That EXETER does hereby grant unto LOWER ALSACE permission to lay ten (10") inch sanitary sewer lines in George Street and Prospect Street in the Township of Exeter for the purpose of draining certain sanitary sewage into the Mt. Penn disposal plant lying in Exeter Township.

2. That LOWER ALSACE hereby covenants and agrees to pay for the entire cost of such construction and installation of its sanitary sewer lines in the Township of Exeter as aforesaid, and to repair the streets in which such lines are laid or extended at its own expense, and to put them in the same physical condition as before said installation, and to do and perform all such acts as may be necessary to protect EXETER from any possible damage and agrees to indemnify the said EXETER from any such damage in which said EXETER may be involved in connection with said installation.

3. That the parties hereto mutually covenant and agree that the particular ten (10") inch sanitary sewer lines to be installed are shown on the sketch or plan attached hereto and marked Exhibit "A", and the location thereof is described in detail as follows:

(A) George Street, Exeter Township

All that certain 10" VTC sewer line to be installed in George Street located in Pennside Addition, Exeter Township, Berks County, Pennsylvania, being more particularly described as follows, to wit:

Beginning at a point along a portion of an existing 10" VTC sewer line installed in George Street,

said point being 100' more or less southwardly from an existing manhole having an invert elevation of 328.50 and a depth of 8', said manhole being in the intersection of George Street and Lenox Avenue and also in an existing sewer line laid 10' northwardly from and parallel to the southerly curb line of Lenox Avenue; thence in a southwardly direction passing near the east curb line of George Street, the sewage to flow in a southwardly direction to a 10" VTC sewer line to be installed, the distance of 120' more or less to a proposed manhole to have an invert elevation of 325.75 and a depth of 8'; thence still in a southwardly direction, the sewage flow still southwardly to a 10" VTC pipe, the distance of 220' to a manhole to have an invert elevation of 323.00 and a depth of 8', said manhole being in the intersection of Filbert Avenue and George Street and being also in a line 10' northwardly from and parallel to the southerly curb line of said Filbert Avenue; thence still in a southwardly direction and still flowing southwardly through a 10" VTC pipe, the distance of 75' to a manhole to have an invert elevation of 319.00 and a depth of 9'; thence still in a southwardly direction, the flow also continuing southwardly through a 10" VTC pipe, said line to be installed 10' westwardly from and parallel to the easterly curb line of George Street, the distance of 175' to a manhole to have an invert elevation of 319.94 and a depth of 10' to be installed in an existing 15" VTC sewer line, said line being installed 10' southwardly from and parallel to the northerly curb line of Butter Lane and being the extent of the herein described 10" VTC sewer line.

(B) Prospect Street, Exeter Township

All that certain 10" VTC sewer line to be installed in Prospect Street located in Pennside Addition, Exeter Township, Berks County, Pennsylvania, being more particularly described as follows, to wit:

Beginning at a point along the sewer line to be installed in Prospect Street at the Exeter-Lower Alsace Township line, said point being 115' southwardly from the manhole, the invert elevation to be 323.22 and to have a depth of 8', which is to be installed at the intersection of a line 10' northwardly from and parallel to the southerly curb line of Lenox Avenue and 10' westwardly from and parallel to the easterly curb line of Prospect Street, the sewage to flow in a southwardly direction in a 10" VTC pipe, the distance of 180' to a manhole to have an invert elevation of 318.50, the depth of 7 $\frac{1}{2}$ '; thence in a southeastwardly direction diagonally across Prospect Street and the sidewalk, flowing in a southwardly direction in a VTC pipe, the distance of 40' to an existing manhole having an invert elevation of 318.04 and a depth of 5', installed in an existing 15" VTC sewer line and being the extent of the herein described 10" VTC sewer line.

4. That this Agreement shall continue so long as LOWER ALSACE is the owner of the sanitary sewage collection facilities herein described and requires drainage into the Mt. Penn Borough sewage disposal plant, the said EXETER granting full permission for LOWER ALSACE to maintain, repair and operate the said ten (10") inch sanitary sewer lines hereinabove described during the continuance of this Agreement.

IN WITNESS WHEREOF, the parties to these presents have caused this Agreement to be executed by their respective officers with the intent to legally bind themselves, their successors and assigns the day and year first above written.

LOWER ALSACE TOWNSHIP

Edward J. Seasholtz
By James E. Stewart
President

ATTEST:

Alton J. Steamp
Secretary

EXETER TOWNSHIP

By James E. Stewart
President

ATTEST:

Richard J. Young
Secretary

EXHIBIT E

11193256v1

A G R E E M E N T

MADE and CONCLUDED this *9th* day of *June*, 1955
BY and BETWEEN

LOWER ALSACE TOWNSHIP, a Township of the Second
Class of the Commonwealth of Pennsylvania, hereinafter referred
to as "LOWER ALSACE"

A N D

TOWNSHIP OF EXETER, a Township of the Second Class
of the Commonwealth of Pennsylvania, hereinafter referred to as
"EXETER".

WHEREAS, Berkshire Greens, Inc., a Pennsylvania
corporation, is about to convey, transfer and set over by appro-
priate deed and Bills of Sale to the Townships of Lower Alsace
and Exeter certain sanitary sewer lines and appurtenances, to-
gether with a pumping station and pumping equipment and a pump
house, and the land upon which the same is erected, comprising
1.21 acres situate in Exeter Township at the intersection of
Butter Lane and Bingaman Street; and

WHEREAS, the Townships of Lower Alsace and Exeter
have agreed to the joint maintenance and operation of the pump
house, pumping equipment and the land upon which the same are
located, and to share said costs of maintenance and operation;
and

WHEREAS, the parties hereto have agreed upon the
terms and conditions of said joint maintenance and operation as
aforesaid, and desire to evidence the same in writing

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the mutual
covenants herein contained the parties hereto, their successors
and assigns, do hereby mutually covenant and agree as follows:

1. PERIODIC JOINT MEETINGS. Periodic joint meetings of LOWER ALSACE and EXETER shall be held from time to time as agreed upon between the Townships for the purpose of discussing maintenance and operation problems.

2. ALLOCATION OF OPERATIONAL AND MAINTENANCE COSTS. The percentage of operational and maintenance costs shall be divided or allocated between the two Townships based upon actual connections serviced by said pumping facilities in each Township and the number of connections shall be ascertained annually as of December 31st of the prior year. For the year 1955 the allocation shall be based upon actual connections as follows:

Lower Alsace Township - 168 connections
Exeter Township - - 56 connections

3. GENERAL MAINTENANCE AND OPERATION. LOWER ALSACE shall provide for and supervise oiling and general maintenance and operation of the pumps and shall receive and pay all bills and invoices relative thereto, keeping records of man-hours worked, costs of material and supplies, etc., and which costs shall be shared, divided and allocated between LOWER ALSACE and EXETER in the proportions hereinabove provided in accordance with the number of connections, and based upon statements to be submitted to EXETER on a quarterly basis.

4. MAINTENANCE OF LAND. These services shall be provided by LOWER ALSACE and adequate costs record shall be kept and the cost thereof shall be shared and divided by and between LOWER ALSACE and EXETER equally.

5. CAPITAL EXPENDITURES. Capital expenditures, as distinguished from ordinary maintenance costs, shall be made only after the approval of both Townships and the costs of such expenditures shall be shared between the Townships in the same proportion as maintenance costs are being shared during the year in which the capital expenditure is made, and any expenditure in

excess of \$ 750.00 will be deemed a capital expenditure as distinguished from a maintenance or operational cost.

6. GARDEN PLOTS. It is contemplated that with the consent of both Townships, garden plots may be leased to residents of LOWER ALSACE and EXETER in the pumping station plot or land in order to beautify the land and keep down the weeds; provided, however, that such leasing of garden plots shall be conducted in such manner as will in no wise interfere with the proper function and operation of the pumping station and the out-fall sewer lines; and provided further that any such garden plot leases shall be for a period of not in excess of one year and shall be terminable at the option of the Townships, lessors, on sixty (60) days notice.

7. PROPOSED ADDITIONAL SEWER LINES. This Agreement further contemplates that additional sanitary sewer lines may be conveyed and transferred by Berkshire Greens, Inc., to either LOWER ALSACE or EXETER, or both, if, as and when installed, and that the conditions of this Agreement shall apply to such lines and connections made thereto in the same manner as those lines and connections now existing, which are a part of the geographical area now being served by the pump house facilities herein described. Included among such proposed lines is one located in Exeter Township described as follows:

10" Collection line beginning at a manhole located south of Butter Lane and between Mayer Street and Opal Avenue; thence running in a southwestwardly direction parallel to Butter Lane, the distance of 650' to a manhole located in the Mt. Penn trunk line.

8. CONNECTING SEWER MAINS. That certain utility or connecting mains lying in Prospect Boulevard and George Avenue in Exeter Township are in fact the property of Lower Alsace Township Authority, Sewer District #1, and shall be regarded by both

of the parties hereto as necessary connecting lines or mains for the proper functioning of the complete sanitary sewer area contemplated by this Agreement, and such lines shall not be disturbed in their operation and function without the consent of Lower Alsace Township Authority.

The above connecting mains are more specifically described as follows:

GEORGE STREET - 10" line - Beginning at Butter Lane and extending westwardly to a point approximately 100' east of the intersection of Lenox Street and George Street - a distance of approximately 550'.

FROSPPECT STREET - 10" line - Beginning at the Lower Alsace-Exeter boundary line on Prospect Street and running in an easterly direction a distance of approximately 220' to the Mt. Penn main 15" trunk line, crossing Prospect Street at the bridge, to a point approximately 100' west of Butter Lane.

9. TRUNK LINES - SERVING BOTH TOWNSHIPS. There is attached to this Agreement, and marked Exhibit "A", a description of five (5) trunk lines or sanitary sewer lines serving both Townships, and the maintenance and repair thereof shall be shared jointly by the two Townships on an equal basis.

The provisions of this paragraph providing for joint maintenance and repair shall apply to any additional trunk lines which may be added to the system, and in fact only four (4) of the five (5) lines described herein are in actual existence; the fifth line, being a 10" collection line extending 650' along Butter Lane, (being the last described line in Exhibit "A") is a proposed line and referred to in paragraph 7 above.

10. AREA SERVED BY PUMPING FACILITIES. There is attached hereto, marked Exhibit "B", a map or plan showing the boundary lines of the area served or to be served by the pump house facilities herein described, together with a description of the area shown on said plan.

No extension of the area served by the present pumping facilities, and which area is described in Exhibit "B" attached hereto and made a part hereof, shall be made without the consent of both Townships.

11. DECEY TION P PUMPING EQUIPMENT. A description of the pumping equipment and facilities installed in the pumping station located at the intersection of Butter Lane and Bingaman Street in the Township of Exeter is attached hereto and marked Exhibit "C".

12. DESCRIPTION OF PUMP HOUSE AND TRACT OF LAND. A description of the triangular tract upon which the one-story brick sewerage pump house is erected, located at the intersection of Butter Lane and Bingaman Street in the Township of Exeter, containing 1.21 Acres, is attached hereto and marked Exhibit "D".

IN WITNESS WHEREOF, LOWER ALBANY TOWNSHIP has caused this Agreement to be signed by its Chairman, and its corporate seal affixed, attested by its Secretary; and EXETER TOWNSHIP has caused this agreement to be signed by its Chairman, and its corporate seal affixed, attested by its Secretary, the day and year first above written.

LOWER ALBANY TOWNSHIP

D. P. Faell...
Chairman

ATTEST:

Alton J. Stump
Secretary

TOWNSHIP OF EXETER

Charles M. Dewald
Chairman

ATTEST:

Charles L. Young
Secretary

EXHIBIT "A"

Mast Engineering Co., Inc.
325 Washington St.
Reading, Pa.

May 17, 1955.

Sewer Lines In Common
With
Lower Alsace And Exeter Townships

- 10" Collection line beginning at the boundary line with Lower Alsace Township between Emerald and Harvey Avenues; thence running southeastwardly parallel to and south of Harvey Avenue, the distance of 743' to a manhole located north of Butter Lane and between Emerald and Harvey Avenues, including two (2) manholes.
- 10" Collection line beginning at a manhole located north of Butter Lane and between Emerald and Harvey Avenues; thence running in a southerly direction a distance of 250' to a manhole located at the southwest corner of the intersection of Emerald Avenue and Butter Lane, including two (2) manholes.
- 10" Collection line beginning at a manhole located at the southwest corner of the intersection of Emerald Avenue and Butter Lane; thence running in a southeastwardly direction the distance of 250' to the pumphouse located south of the intersection of Butter Lane and Bingaman Street, including one (1) manhole.
- 6" Collection line, cast iron, beginning at the pump house located south of the intersection of Butter Lane and Bingaman Street; thence running in a southwardly direction along Butter Lane, the distance of 500' to a manhole located south of Butter Lane and between Mayer Street and Opal Avenue.
- 10" Collection line beginning at a manhole located south of Butter Lane and between Mayer Street and Opal Avenue; thence running in a southwestwardly direction parallel to Butter Lane, the distance of 650' to a manhole located in the Mt. Penn trunk line.

EXHIBIT "B"

Area draining into pump house
Exeter Township and Lower Alsace

D E S C R I P T I O N

All that certain area situate in Lower Alsace and Exeter Township, draining into the pump house located in the intersection of Butter Lane, Filbert Street and Bingham Street:

Beginning at a point located 100 feet east of Butter Lane and 100 feet south of Opal Avenue; thence running in a northwestwardly direction, 100 feet south of and parallel to the aforesaid Opal Avenue, to a point; thence running in a northeastwardly direction, 200 feet northwestwardly from and parallel to Byram Street, to a point; thence running in a northwestwardly direction, 175 feet southwardly from and parallel to Harvey Avenue produced, to a point 400 feet northwestwardly from Friedensburg Road; thence running in a northeastwardly direction, 400 feet northwestwardly from and parallel to Friedensburg Road, to a point; thence running in a southeastwardly direction, 100 feet northeastwardly from and parallel to Park View Avenue produced, to a point located 100 feet southeastwardly from Butter Lane; thence in a southwardly direction, 100 feet southeastwardly from and parallel to Butter Lane to the place of beginning.

Mast Engineering Company May 18, 1955

EXHIBIT "C"

DESCRIPTION
of
PUMPING EQUIPMENT

- Two (2) Yeomans type 22V - 150gpm Phone Sewage ejectors
60' head.
- Two (2) Valve Stands for Phone Ejectors.
- One (1) 42" Diameter Air Storage Tank with valves to hold
air at 40 psi.
- Two (2) #60 Rotary type Air Compressors. Each driven with
10 HP motor, 1150 R.P.M.
- Two (2) Mechanical Force Feed Electric Motors.
- One (1) 4" overflow line with check valve.

The above described ejectors or pumping equipment has been installed and is now operating in the pump house located in Exeter Township at the intersection of Butler Line and Kingman Street, complete with piping, electrical lines, conduits, starters and Panel Board.

SCHEDULE "D"

DESCRIPTION
OF
PUMP HOUSE TRACT

ALL THAT CERTAIN irregularly and triangularly shaped tract of land, together with the one-story brick sewerage pump house thereon erected, situate at the intersection of Butter Lane and Bingaman Street, as shown on plan of lots known as "Second Addition to Pennside", said plan being recorded in the Office for the recording of deeds in and for Berks County in Plan Book Vol. 64, page 64, said tract being located in the Township of Water, Berks County, Pennsylvania, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point of curve in the easterly curb line of Butter Lane, a fifty (50') feet wide street, opposite the intersection of Opal Avenue, a fifty (50') feet wide street, and the aforesaid Butter Lane; thence in a northwardly direction, along the easterly curb line of Butter Lane, by a line forming an interior angle of $191^{\circ} 44'$ with the chord of the curve to be described last, the distance of four hundred fifty-eight and eighty-four one hundredths (458.84') feet to a point in the intersection of Milbert Street, a fifty (50') feet wide street, and the aforesaid Butter Lane; thence in a southeastwardly direction, by a line forming an interior angle of $61^{\circ} 34'$ with the last described line the distance of forty-six and eight one hundredths (46.08') feet to a point in the intersection of Bingaman Street, a fifty (50') feet wide street, and Butter Lane; thence still in a southeastwardly direction, along the center line of the aforesaid Bingaman Street, by a line forming an interior angle of $105^{\circ} 56'$ with the last described line, the distance of two hundred ninety-one and thirty-nine hundredths (291.39') feet to a point; thence in a southwardly direction by a line forming an interior angle of $107^{\circ} 19'$ with the last described line, the distance of three hundred twenty-two and six one hundredths (322.06') feet to a point in the curve of the easterly curb line of the aforesaid Butter Lane; thence in a northwardly direction along the aforesaid east curb line of Butter Lane, by a line curving to the left, said curve having a radius of one hundred thirty-five and seventeen one hundredths (135.17') feet, a central angle of $23^{\circ} 23'$; a chord distance of fifty-five (55') feet, and forming an interior angle of $28^{\circ} 27'$ with the chord of this curve and the last described line, the arc distance of fifty-five and thirty-six one hundredths (55.36') feet to the place of beginning.

CONTAINING 1.21 Acres, as shown on plan attached to the deed and made a part thereof.

SEWER MAINTENANCE FEE AGREEMENT

THIS SEWER MAINTENANCE FEE AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2016, by and between the ANTIETAM VALLEY MUNICIPAL AUTHORITY, a joint municipal authority incorporated pursuant to the Municipal Authorities Act, 53 Pa.C.S. § 5601 et seq., with its administrative office at 502 Butter Lane, Reading, Pennsylvania 19606 ("Authority"), and the TOWNSHIP OF EXETER, a second class township incorporated pursuant to the Second Class Township Code, 53 P.S. § 65101 et seq., with its administrative office at 4975 DeMoss Road, Reading, Pennsylvania 19606 ("Exeter").

BACKGROUND

WHEREAS, the Authority provides sewer service to a portion of Exeter in addition to the Borough of Mt. Penn, Lower Alsace Township, the Borough of St. Lawrence, and the City of Reading, all of which are municipalities within Berks County, Pennsylvania;

WHEREAS, the Authority is the 1982 municipal creation of the Borough of Mt. Penn and Lower Alsace Township and was formed for the purpose of owning and operating a sanitary sewage collection system and a wastewater treatment plant. The collection system and plant were previously operated by the Borough of Mt. Penn and Lower Alsace Township;

WHEREAS, on November 20, 1953, Exeter and Lower Alsace Township entered into a certain agreement where under Exeter permitted Lower Alsace Township to extend sanitary sewer lines within the portion of Exeter's sanitary sewer system referred to as "Sewer District #1" in order to deposit the sewage in the wastewater treatment plant also located in Exeter;

WHEREAS, on June 9, 1955, Berkshire Greens, Inc. conveyed its interest in certain sanitary sewer lines and appurtenances, a pump station subsequently named the F. Wanner Pumping Station (the "Pumping Station"), a pump house, and pumping equipment (collectively, the "Conveyed Property") located in Exeter referred to as "Sewer District #1" to Exeter and Lower Alsace Township for the purposes of carrying flow from the Borough of Mt. Penn and Lower Alsace Township through Exeter to the wastewater treatment plant;

WHEREAS, a map of the sewer system within "Sewer District #1" is attached hereto as Exhibit "A";

WHEREAS, by agreement dated June 9, 1955, Exeter and Lower Alsace Township agreed, among other things, to share the costs and maintenance of the Conveyed Property which agreement is still in effect;

WHEREAS, on December 6, 1991, Lower Alsace Township and Exeter entered into a fifty (50) year lease for the land upon which the F Wanner Pump Station was built whereby Lower Alsace Township and Exeter leased the property to Lower Alsace Township until December 31, 2012;

WHEREAS, in 1982, Lower Alsace Township and the Borough of Mt. Penn transferred all of their title in the collection system and wastewater treatment plant owned by Lower Alsace Township and the Pumping Station to the newly created Antietam Valley Municipal Authority. Included in that transfer was Lower Alsace Township's interest in the land upon which the F. Wanner Pump Station is built;

WHEREAS, one hundred fifteen (115) customers within Sewer District #1 of Exeter connect to Exeter owned sanitary sewer lines that then connect to Authority sewer mains owned and maintained by the Authority (collectively the "Exeter Collection System"). The Exeter Collection System is depicted on Exhibit "B" hereto and the specific sections are highlighted in pink;

WHEREAS, the Authority and Exeter have long disputed ownership and responsibility for the maintenance of the Exeter Collection System;

WHEREAS, the Authority currently receives sewer rents from the one hundred fifteen (115) customers residing within Sewer District #1 of Exeter that connect to the Exeter Collection System and ultimately to the Authority mains and the wastewater treatment plant;

WHEREAS, the Exeter Collection System has been maintained by Exeter;

WHEREAS, the Authority anticipates expending approximately two and eighty-three hundredths percent (2.83%) of its 2015 budget on the maintenance of its sanitary sewer system;

WHEREAS, Exeter anticipates expending approximately eight and thirty-two hundredths (8.32%) of its 2015 sewer budget on the maintenance of its sanitary sewer system; and

WHEREAS, Exeter and the Authority seek to amicably resolve its dispute over which party is responsible for the maintenance of the Exeter Collection System.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, and in consideration of the provisions herein contained, the legal sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. Background. Authority and Exeter acknowledge that the provisions of the Background Section are true and correct, are incorporated herein by reference and form an integral part of this Agreement. The above referenced Agreements of 1953, 1955 and 1961 are fully ratified and restated and are not modified except as set forth herein

2. Maintenance of the Exeter Collection System. Exeter hereby agrees to fully maintain and keep in good repair the Exeter Collection System, at the sole cost and expense of Exeter. Exeter shall maintain the Exeter Collection System in good repair free from infiltration, inflow, cracks, leaking manholes and otherwise in the same condition as all other parts of its collection systems flowing to its own Wastewater Treatment Plant.

3. Title to Township Collection System. Title to the Exeter Collection System shall remain with Exeter.

4. Annual Maintenance Fee.

a. Because the Authority expended two and eighty-three hundredths percent (2.83%) of its 2015 budget on the maintenance of its system, and Exeter expended eight and thirty-two hundredths percent (8.32%) of its budget on the maintenance of its system, the parties agree to average the two expenditure percentages and arrive at five and five hundred seventy-five thousandths percent (5.575%) as the agreed upon figure for purposes of this Agreement as hereinafter set forth.

b. The Authority reviewed the annual sewer revenue for each of the one hundred fifteen (115) homes connected in the Exeter Collection System. In 2015, the average bill was Five Hundred Eighteen and 51/100 Dollars (\$518.51). Applying the five and five hundred seventy-five thousandths percent (5.575%) agreed upon percentage yields Twenty-Eight and 91/100 Dollars (\$28.91) per customer times the one hundred fifteen (115) customers or Three Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$3,325.00) per year owed to Exeter by the Authority beginning with the calendar year 2016 and remaining the same through the end of the 2020 calendar year.

c. Calculation of Future Maintenance Fee. The Annual Maintenance Fee shall thereafter be adjusted every five (5) years, beginning in fiscal year 2021, to an amount equal to the average of the percentage spent by Exeter on maintenance as set forth in its audited financials for 2020 and the percentage spent by the Authority on maintenance as set forth in its audited financials in 2020, as set forth in paragraph 4(a) above. Such revised maintenance percentage shall remain in effect until the annual

maintenance fee is subsequently adjusted quinquennially in accordance with this Subsection (c). The parties hereto acknowledge that this percentage represents the arithmetic mean of the percentage of the audited financials that are expended by the Authority and by Exeter for sewer maintenance and covenant not to dispute the reasonableness of this percentage as an estimate of the annual maintenance costs that Exeter will incur to maintain the Exeter Collection System. In no event shall the re-adjustment be more than two percent (2.0%) (i.e. 5.575% to 7.575% or 5.575% to 3.575%) in any re-adjustment period. In addition, the agreed upon percentage shall then be applied to the average of the total bills of the one hundred fifteen (115) customers connected to the Exeter Collection System to form the annual total payment due by the Authority to Exeter.

d. Timing and Method of Payment. The first payment to Exeter by the Authority will be made upon execution of this Agreement by both parties. Future payments shall be made by the Authority and shall be received by Exeter on or before the 15th day of January of each calendar year.

5. Maintenance Costs for F. Wanner Pump Station. The Authority will hereinafter maintain and repair the Pumping Station at no cost to Exeter.

6. Exeter Acknowledgment. Exeter hereby acknowledges that the Authority has the sole discretion to sets its own rates and other fees during its budgeting process. Exeter further agrees and understands that it has no right under this Agreement to require the Authority to charge any minimum sewer rental fee or charge, notwithstanding the fact that the Annual Maintenance Fee is calculated based upon the sewer rent fees and charges received by the Authority for its collection and processing of wastewater received from the Sewer Connections.

7. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by first-class or certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier:

If to the Authority:

Antietam Valley Municipal Authority
502 Butter Lane
Reading, PA 19606
Attn: Office Manager

If to Exeter:

Exeter Township
4975 DeMoss Road
Reading, PA 19606
Attn: Township Manager

or to such other addresses or to such other persons as the parties shall have last designated by written notice to the other party.

8. Waiver. No failure on the part of either party to this Agreement to exercise, and no delay in exercising any right or remedy under this Agreement, or permitted or provided by statute, at law or in equity shall operate as a waiver thereof nor an estoppel thereto, nor shall any single or partial exercise by either party to this Agreement of any such right or remedy preclude any other or future exercise thereof, or the exercise of any other right or remedy.

9. Documents. Upon request by either party to this Agreement, the other party hereto shall execute and deliver to the requesting party such additional documents as shall be necessary or desirable to effectuate the intent of this Agreement.

10. Nonassignability. The rights and obligations arising under this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

11. Amendment. This Agreement may not be amended, modified or altered in any respect whatsoever except by further agreement, in writing and duly executed by all of the parties hereto.

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

13. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Construction. This Agreement is entered into subsequent to negotiations by both parties and shall not be more strictly construed against the preparing party.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without references to its principles of conflicts of law.

16. Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof.

17. Entire Agreement. This writing and the exhibits attached hereto constitute the entire Agreement between the parties, and there are no other representations or agreements, verbal or written, other than those contained herein. This Agreement and the exhibits attached hereto may not be modified, amended or supplemented except by written agreement of all parties hereto.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in accordance with proper authorization of their respective Boards and have caused this instrument to be executed by their proper corporate officers, on the day and year first above written.

ANTIETAM VALLEY MUNICIPAL
AUTHORITY

Attest: _____
Secretary

By: _____
Chair of the Board of Directors

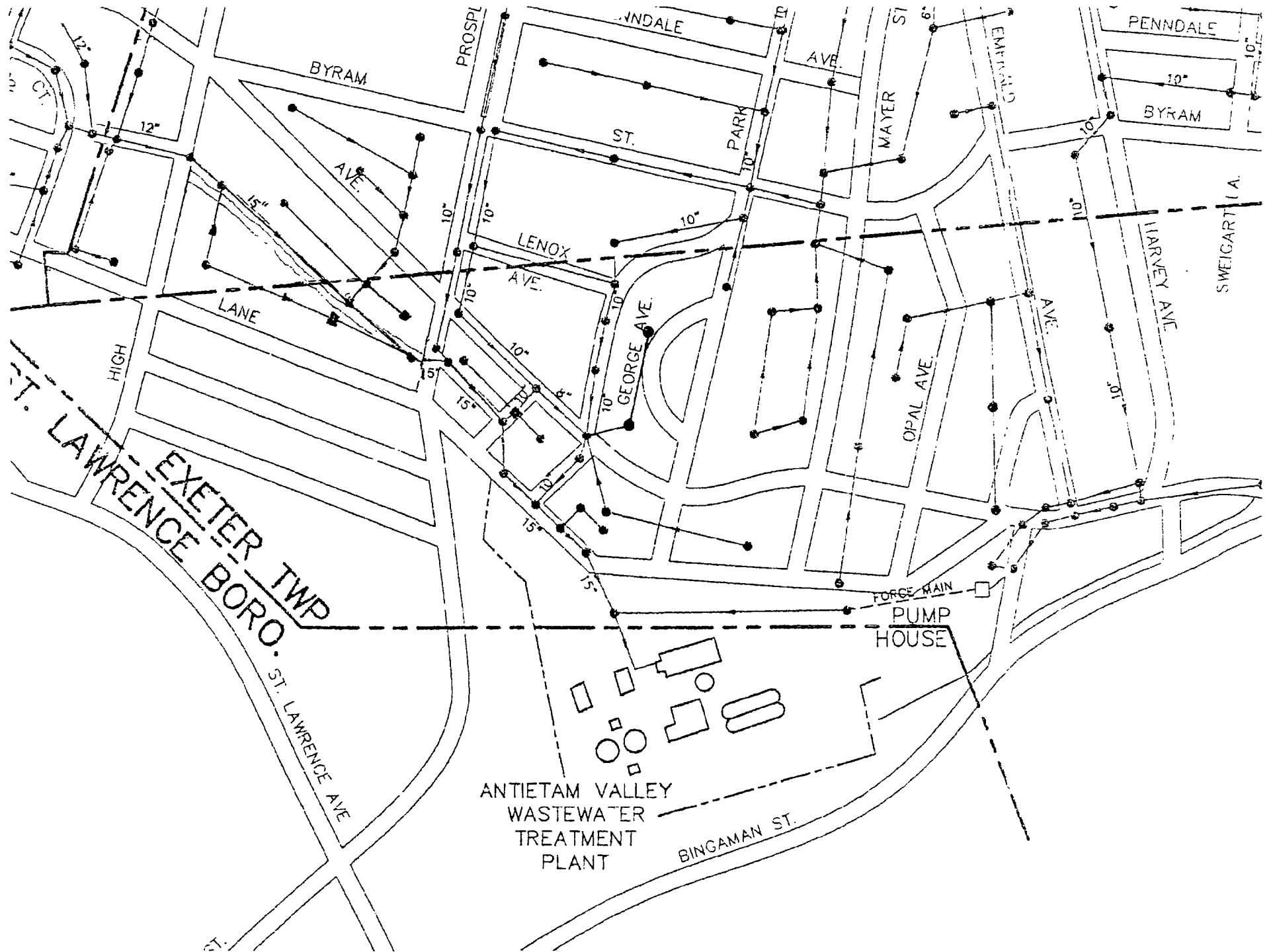
EXETER TOWNSHIP

Attest: _____
Secretary

By: _____
Chair of the Board of Supervisors

EXHIBIT "A"

EXHIBIT "B"





March 9, 2017

John Granger, Township Manager
Exeter Township
4975 Demoss Road
Reading, PA 19606

Reference: Agreement No.: 05U270
MPMS: 10741
County: Berks
SR-Sec: 2033-01B
Federal Project No.: 100% State

Dear Mr. Granger:

Enclosed are the original and one (1) copy of the proposed agreement to be entered into on the subject highway construction project. Also, attached is an informational flyer on PennDOT's Utility Relocation-Electronic Document Management System (UR-EDMS).

No changes are to be made to these drafts without prior approval of the Department. Any proposed changes must be expressed in letter form and returned with the agreement drafts.

Please retain one (1) copy for your files and return one (1) copy hand-signed and dated by the proper authorized officials to;

**Pennsylvania Department of Transportation
Bureau of Project Delivery, Utilities and Right-of-Way Section
P. O. Box 3362
Harrisburg, PA 17105-3362.**

The first page of the agreement will be dated upon final execution by the Department. Your written authorization to proceed with the relocation of your facilities will be issued by our District Office and subsequent to the full execution of the agreement.

If you have any questions, please contact Chris Magness, Utility Relocation Administrator, at 717-787-5305.

Sincerely,

A handwritten signature in black ink that reads "Larry W. Ditty, Jr." in a cursive style.

Larry W. Ditty, Jr.
Chief
Utility Relocation Administrator

Enclosures

FID No. 236000327
Agreement No. 05U270
SAP Vendor No. 138670
MPMS No. 10741
Effective Date _____

UTILITY RELOCATION REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter called the DEPARTMENT

a
n
d

EXETER TOWNSHIP with its principal place of business located at 4975 Demoss Road, Reading, Pennsylvania, hereinafter called UTILITY, collectively referred to as Parties.

W I T N E S S E T H

WHEREAS, the DEPARTMENT is about to undertake a highway construction project on State Route 2033, Section 01B, in Berks County, Pennsylvania (Project);

WHEREAS, this Project will, in the opinion of the Secretary of Transportation, require the adjustment of certain of the UTILITY's facilities, 72.00 percent of which, it is agreed are located in public right of way, and 28.00 percent outside public right of way;

WHEREAS, any such UTILITY facilities transferred to or remaining at a location within the right of way of a federally aided highway will be accommodated in accordance with the provisions of the current 23 Code of Federal Regulations, Part 645, Subpart B, of the Federal Highway Administration, United States Department of Transportation;

WHEREAS, all utility work performed pursuant to this Agreement must comply with the Buy America provisions in 23 U.S.C. § 313, 23 CFR § 635.410 and the Steel Products Procurement Act, 73 P.S. § 1881 et seq.;

WHEREAS, the DEPARTMENT, whenever it enters upon and occupies the right of way of a public utility, is required under the provisions of Section 412 of the State Highway Law of June 1, 1945, P.L. 1242, as amended (State Highway Law), to provide the UTILITY substitute right of way on another and favorable location, and is authorized by the State Highway Law to enter into an agreement with the UTILITY to contribute toward the expense of the transfer or reconstruction of the UTILITY's facilities;

WHEREAS, the DEPARTMENT is authorized by the provisions of Section 412.1 of the State Highway Law to share in the costs of adjusting the UTILITY's facilities;

WHEREAS, the UTILITY has elected to participate in a pilot incentive/disincentive cost share program;

WHEREAS, the Parties hereto have agreed that the DEPARTMENT will pay 75.00 percent of the cost of adjusting the UTILITY's facilities eligible for cost sharing pursuant to the provisions of Section 412.1 of the State Highway Law and 100 percent of the costs of adjusting those facilities eligible for reimbursement of relocation costs pursuant to the provisions of Section 412 of the State Highway Law;

WHEREAS, the UTILITY, as part of the pilot incentive/disincentive cost share program, has agreed to incorporate the physical relocation of its UTILITY facilities into the Project;

WHEREAS, the UTILITY has provided all design deliverables required for the completion of this Agreement;

WHEREAS, the UTILITY understands that in order to participate in the pilot incentive/disincentive cost share program it must execute and return this Agreement to the DEPARTMENT on or before April 15, 2017;

WHEREAS, as part of the incentive/disincentive pilot cost share program, the DEPARTMENT agrees to assume 82.00 percent of the actual costs, less any betterment, provided that all of the design phase accelerated milestone dates (accelerated milestone dates) are satisfied or 0.00 percent should the UTILITY fail to meet all of the accelerated milestone dates; and,

WHEREAS, if the UTILITY can recover from the missed accelerated milestone dates and the Project's letting is not delayed, the DEPARTMENT agrees to assume 46.00 percent of the actual costs, less any betterment.

NOW, THEREFORE:

In consideration of the foregoing premises and the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the Parties agree as follows:

1. Incorporated Utility Relocation Work - That the DEPARTMENT will make the adjustments to the UTILITY's facilities consisting of sanitary sewer, together with fittings and appurtenances thereto between Stations 15+15 and 25+30, on State Route 2033, Section 01B, in the County of Berks, Township of Exeter, in the manner and at the location approved by the DEPARTMENT at a total estimated cost of Thirty-six Thousand One Hundred and 00/100 (\$36,100.00) dollars. Detailed cost estimates and plans showing the adjustments of the UTILITY's facilities are in the possession of the Parties.

2. Accelerated Milestone Dates - The UTILITY agrees that that it shall meet the accelerated milestone dates referenced in the cost sharing request letter dated December 27, 2016. A copy of cost sharing request letter is attached as Exhibit "A" and made a part of this Agreement. Accelerated milestone dates can be modified by letter countersigned by the District Assistant District Executive (ADE) for Design or his/her designee on behalf of the DEPARTMENT and the UTILITY. If either the DEPARTMENT or the UTILITY do not agree with the proposed change(s), the date(s) in the Exhibit A will apply and the disincentive will be enforced.

3. Reimbursement of Relocation Costs - That, upon completion of the work set forth in Section 1, in accordance with the current 23 Code of Federal Regulations, Part 645, Subpart A, of the Federal Highway Administration, United States Department of Transportation, the provisions of which are incorporated herein by reference, the DEPARTMENT shall certify to the UTILITY, the actual and related indirect costs thereof, including the right of way costs, if any, and the UTILITY shall pay to the DEPARTMENT 18.00 percent of the actual costs, which amount is estimated to be Six Thousand Four Hundred Ninety-eight and 00/100 (\$6,498.00) dollars.

In the event that the UTILITY fails to meet the accelerated milestone dates referenced in Section 2 due to its actions and with no fault of the DEPARTMENT, the UTILITY shall pay to the DEPARTMENT 100.00 percent of the actual costs of the relocation of its facilities eligible for cost sharing pursuant to the provisions of Section 412.1 of the State Highway Law.

In the event that the UTILITY fails to meet the accelerated milestone dates due to its actions and with no fault of the DEPARTMENT, but the Project's letting is not delayed, the UTILITY shall pay to the DEPARTMENT 75.00 percent of the actual costs of the relocation of its facilities eligible for cost sharing pursuant to the provisions of Section 412.1 of the State Highway Law.

In the event that the UTILITY fails to meet the accelerated milestone dates but is eligible for reimbursement of relocation costs pursuant to the provisions of Section 412 of the State Highway Law the DEPARTMENT will assume 100 percent of the actual eligible costs of the relocation of the UTILITY's facilities in accordance with Section 412, less any betterment.

4. Engineering and Design Related Services - The UTILITY shall make the necessary preliminary engineering, construction engineering and inspection, and any necessary changes and alterations not performed in Section 1, which costs are estimated to be Thirty-eight Thousand Five Hundred Forty-eight and 80/100 (\$38,548.80) dollars.

5. Certification of Costs - That, upon completion of the items set forth in Section 4, the UTILITY shall certify to the DEPARTMENT the actual costs and any related indirect costs incurred, said costs to have been accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory

body, and the DEPARTMENT shall verify said costs and pay to the UTILITY 82.00 percent of said costs, less any betterments and exclusive of any charge for interest on construction money, which amount is estimated to be Thirty-one Thousand Six Hundred Ten and 02/100 (\$31,610.02) dollars.

In the event that the UTILITY failed to meet any of the accelerated milestone dates, the UTILITY's share will be 100 percent of the actual and related indirect cost of the work referenced in Section 4, which was eligible for cost sharing pursuant to the provisions of Section 412.1 of the State Highway Law.

In the event that the UTILITY can recover from a missed accelerated milestone date(s) and the Project's letting is not delayed, the only amount which will be payable to the UTILITY will be 25.00 percent of the actual and related indirect cost of the work, referenced Section 4, eligible for cost sharing pursuant to the provisions of Section 412.1 of the State Highway Law.

In the event that the UTILITY fails to meet the accelerated milestone dates but is eligible for reimbursement of relocation costs pursuant to the provisions of Section 412 of the State Highway Law the DEPARTMENT will reimburse 100 percent of the actual eligible costs, referenced in Section 4, in accordance with Section 412, less any betterment.

6. Invoicing and Payment - If the reimbursable amount of this Agreement exceeds \$10,000.00, then at the option of the UTILITY, payment may be made in installments, as follows:

Upon receipt of the fully executed Agreement, the UTILITY may submit an invoice for the said portion of the actual costs in excess of \$5,000 incurred for the items set forth in Section 4. Thereafter, upon incurring additional costs, the UTILITY may submit prorated periodic invoices for such additional costs, said invoices to be submitted no more frequently than one hundred twenty (120) days or upon incurring Ten Thousand (\$10,000.00) dollars additional costs, whichever first occurs. Payment of initial and periodic invoices, submitted in accordance with this section will be made within sixty (60) days of receipt by the DEPARTMENT.

Total invoices for partial payments may not exceed 75% of the reimbursable amount of this Agreement.

7. Automated Clearing House - The Commonwealth will make payments to the recipient of the funding through the Automated Clearing House ("ACH"). Within 10 days of the contract execution date, the recipient of the funding must submit or must have already submitted its ACH and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Service Center, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street- 9th

Floor, Harrisburg, PA 17101 A copy of the ACH enrollment form can be obtained online at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf.

8. Right-to-Know Law - The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 - 3104, applies to this Agreement. Therefore, this Agreement is subject to, and the UTILITY shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit “B” and made a part of this Agreement. As used in this Agreement, the term “Contractor” refers to the UTILITY.

9. Submission of Final Costs - The UTILITY shall remit all final costs within 365 calendar days following completion of the work. If UTILITY fails to submit costs within 365 days following completion of the Project, the actual cost paid to UTILITY to date by the DEPARTMENT will be considered final payment. If the UTILITY is unable to submit its final bill within 365 calendar days following written notice of the completion of the Project, the UTILITY may file a written request with the DEPARTMENT, within said 365 days, seeking a limited extension of time within which to submit a final bill. A request for an extension of time may be granted at the discretion of the DEPARTMENT.

10. Record Keeping - The UTILITY agrees to maintain and provide, in any applicable contracts entered into to effect a portion of this relocation, that its contractors will also maintain, all books, documents, papers, accounting records and other evidence pertaining to cost proposals and estimates and to costs incurred and to make such materials available at their respective offices at all reasonable times for a period of not less than three (3) years from the date final reimbursement payment has been received, for the purpose of examination by representatives of the DEPARTMENT and the Federal Government and copies thereof shall be furnished if requested.

11. Subordination to the Highway Easement - The UTILITY agrees to subordinate to the highway easement acquired or to be acquired by the DEPARTMENT for the aforesaid Project, any and all property rights which the UTILITY may have within the required right of way, functional replacements for which having been provided by the DEPARTMENT, either by acquisition of substitute right of way or as otherwise specifically provided for herein. The UTILITY shall retain any and all other existing rights, if any to occupy the required right of way with its facilities. Subsequent construction, alteration, operation or maintenance of the facilities, adjusted pursuant to this Agreement shall except as otherwise herein provided, be in accordance with the highway occupancy provisions of this Agreement and the current Highway Occupancy Regulations of the Department of Transportation and, where applicable, the Federal Highway Administration.

12. Cancellation, Abandonment or Revision of Project - It is further agreed that if, for any reason, the Project referred to herein shall be cancelled, abandoned, or revised, in such a manner that in the opinion of the Secretary of Transportation the work described in Section 1 of this Agreement should be no longer required, then in such event, the only amount which will be payable to the UTILITY will be 82.00 percent of the actual

and related indirect cost of the work eligible for reimbursement under the provisions of Sections 412 and 412.1 of the State Highway Law actually completed at the time of notification by the DEPARTMENT of the said cancellation, abandonment or revision, plus any additional expenses incurred by the UTILITY in restoring its system to normal operating conditions.

In the event that the UTILITY can recover from a missed accelerated milestone date(s) and the Project's letting is not delayed, the only amount which will be payable to the UTILITY will be 25.00 percent of the actual and related indirect cost of the work eligible for reimbursement under the provisions of Sections 412 and 412.1 of the State Highway Law actually completed at the time of notification by the DEPARTMENT of the said cancellation, abandonment or revision, plus any additional expenses incurred by the UTILITY in restoring its system to normal operating conditions.

In the event that the UTILITY failed to meet the any of the accelerated milestone dates, the UTILITY will be reimbursed 100 percent of the actual and related indirect cost of the work eligible for reimbursement under the provisions of Section 412 of the State Highway Law actually completed at the time of notification by the DEPARTMENT of the said cancellation, abandonment or revision, plus any additional expenses incurred by the UTILITY in restoring its system to normal operating conditions.

13. Amendments and Modifications - No alterations or variations to this Agreement shall be valid unless made in writing and signed by the Parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the Parties with the same formality as the original Agreement.

14. Titles Not Controlling - Titles of sections are for reference only, and shall not be used to construe the language in this Agreement.

15. Severability - The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

16. No Waiver - Either Party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

17. Independence of the Parties - It is understood by and between the Parties that nothing contained herein is intended or shall be construed to, in any respect,

create or establish the relationship of partners between the UTILITY and the DEPARTMENT, or as constituting the DEPARTMENT as the representative or general agent of UTILITY for any purpose whatsoever.

18. Assignment - This Agreement may not be assigned by the UTILITY, either in whole or in part, without the written consent of the DEPARTMENT.

19. Third Party Beneficiary Rights - The Parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.

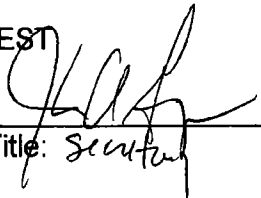
20. Notices - All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

21. Integration and Merger - This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the Parties containing all the terms and conditions agreed on by the Parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

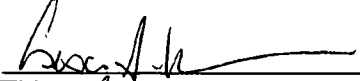
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IN WITNESS WHEREOF, the parties have executed with Agreement the date first above written.

ATTEST

BY  03/20/17
Title: Secretary Date:

EXETER TOWNSHIP

BY  03/20/17
Title: Chair, Board of S. Sewer Date:

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

[COMMONWEALTH SIGNATURES ON NEXT PAGE]

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____ Date
Central Office Utility
Administrator

APPROVED AS TO LEGALITY
AND FORM

PRELIMINARILY APPROVED

BY _____ Date
Chief Counsel

BY _____ Date
Senior Counsel in Charge

BY _____ Date
Deputy General Counsel

FUNDS COMMITMENT DOCUMENT
NO. U05U270000
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT \$31,610.02

BY _____ Date
Deputy Attorney General

BY _____ Date
For Comptroller Operations

December 27, 2016

Mr. Michael W. Rebert, P.E., District Executive
PA Department of Transportation
Engineering District 5-0
1002 Hamilton Street
Allentown, PA 18101

Berks County
RE: S.R. 2033-02B
Section 01B
Cost Sharing Request Letter
for Incorporated Work (Pilot 1)

ATTN: Utility Relocation

Dear Sir or Madam:

This correspondence is submitted in accordance with Chapter 8.1.C of Design Manual Part 5, Utility Relocation, for referral to the Secretary of Transportation.

The proposed Highway Improvement Project of State Route 2033, Section 01B, between Station 19+70 and Station 20+77, located in Exeter Township in Berks County requires the relocation and/or adjustment of certain gravity sanitary sewer main facilities owned by Exeter Township.

It is understood that the cost of relocating and/or adjusting our facilities are normally at our cost and expense, but that under the provisions of Section 412.1 of the Act of June 1, 1945, P.L. 1242, as amended, 36 P.S. §670-412.1, the Secretary of Transportation may determine that the Department will share in such cost.

Accordingly, it is hereby requested that the Department of Transportation share in the costs of the relocation and/or adjustment of our gravity sanitary sewer main facilities.

Exeter Township hereby offers to pay 25.00 per centum of the actual cost to relocate and/or adjust our gravity sanitary sewer main facilities, provided the Department of Transportation will share in the balance of the actual cost thereof, less any betterment.

Furthermore, Exeter Township hereby agrees to execute an Agreement prepared by the Department of Transportation with such terms and conditions as the Secretary may deem necessary and advisable.

If the Secretary of Transportation accepts our offer and determines that the Department will share in 75.00 per centum, Exeter Township hereby agrees to provide:

- The justification for utility impacts no later than the agreed upon date of December 30, 2016.
- The utility relocation plans, specifications, and estimate/agreement package no later than the agreed upon date of February 15, 2017.
- The signed agreement to the Department no later than the agreed upon date of April 15, 2017.

Exeter Township recognizes and accepts that failure to meet the above stated milestones will result in the Department reducing its share to 25.00 per centum of the actual cost to relocate and/or adjust our water main facilities.

Attached hereto and made a part hereof is an executed resolution authorizing Township Manager to make the within offer.

(SEAL)

ATTEST

(Title)

Sincerely, Exeter Township

BY:

(Title)

Exhibit "A"

Contract Provisions – Right to Know Law :

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 4th day of March 2016 (the "Effective Date") by and between GDF SUEZ ENERGY RESOURCES NA, INC. ("Suez"), a Delaware corporation and EXETER TOWNSHIP ("Customer"). Suez and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Unless provided to the contrary, capitalized terms are defined in Section 3.

SECTION 1. TRANSACTION TERMS AND CONDITIONS

1.1 **Purchase and Sale.** Subject to the terms and conditions set forth herein, Suez shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation attached hereto and the terms and conditions specified herein. Any conflict between the terms and conditions of this Agreement and the terms and conditions in an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should Suez fail to deliver sufficient quantities of electricity to the local utility distribution company for delivery to Customer or fail to schedule the delivery of electricity to Customer by the local utility distribution company, Customer and Suez recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) Suez shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.

1.2 **Contract Price.** Customer shall pay Suez the Contract Price, as specified in an applicable Sales Confirmation, for the quantity of electric energy consumed in a Billing Cycle.

1.3 **Term.** This Agreement shall be effective on the Effective Date and shall remain in effect until terminated by either Party upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply thereto, until both Parties have fulfilled any and all of their respective obligations with respect to the underlying transactions.

1.4 **Billing and Payment.** As soon as practicable following the receipt of any invoice detailing Utility Related Charges, ISO fees or charges, and Customer's metered electric energy consumption, Suez will deliver to Customer an invoice setting forth the amount due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and any applicable Taxes and Utility Related Charges. Suez may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. As measured from the date of the invoice, payment shall be due to Suez by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be re-paid by Suez with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. Notwithstanding the foregoing, if Suez elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

SECTION 2. GENERAL TERMS AND CONDITIONS

2.1 **Notices.** Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may from time to time specify in writing to the other Party.

2.2 **Taxes.** "Tax(es)" means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse Suez for the cost of any such Tax without markup, whether levied directly on Customer or Suez. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. Customer and Suez will administer and implement this Agreement with the intent to minimize Taxes. Suez will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.

2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from Suez to Customer at the delivery point specified in an applicable Sales Confirmation.

2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall make available within a reasonable period of time copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party or such Guarantor diligently pursues the

preparation, certification and delivery of the specified reports. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other Party with written notice requesting Performance Assurance in an amount determined by the requesting Party in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to the requesting Party. In the event that the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.

2.5 Force Majeure. "Force Majeure" shall mean an event that is beyond the reasonable control of the Claiming Party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute, labor shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tomadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences (so long as the Claiming Party has not applied for, assisted in, or failed to reasonably oppose such government action). Nothing contained herein shall be construed to require a Claiming Party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require Suez to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

2.6 Events of Default. An "Event of Default" means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("Non-Defaulting Party"), or (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof to the Defaulting Party; or (d) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (e) absent agreement to the contrary the failure of Customer to utilize Suez as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by Suez); or (f) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or Insolvent.

2.7 Remedies upon Event of Default. If an Event of Default occurs, the Non-Defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If Non-Defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). The Non-Defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the Defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.

2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

2.9 Indemnification. Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.

2.10 Representations and Warranties. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing

documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to Suez throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, Suez and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services Suez provides or the activities Customer undertakes, pursuant to this Agreement. Suez has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that Suez proposes to enter into with Customer.

2.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement.

2.12 Modification of Agreement. Any alteration, deletion or addition to this Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment, modification or supplement shall be made to this Agreement by course of performance, course of dealing or usage of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

2.13 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party. Consent to assignment shall not be unreasonably withheld. Any successor or assignee of the rights of any Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. The assignment or transfer of any rights under this Agreement shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions and conditions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

2.14 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any arithmetic or computational error within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute between the Parties about any bill, charge or service pursuant to this Agreement, each Party will thoroughly investigate the matter and promptly report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.

2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes Suez to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, Suez shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of Suez's incremental costs resulting from such change. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate this Agreement to comply with such change, and if the Parties are unable to amend this Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of Suez.

2.16 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

2.17 Misc. This Agreement, any Appendix or Exhibits attached hereto and any Sales Confirmations executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

SECTION 3. DEFINITIONS

Bankrupt means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

Billing Cycle means, for each account, the period between successive invoices rendered by either Suez or the applicable utility during the applicable Term.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

Claiming Party means the Party claiming an event of Force Majeure.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

Firm Full Requirements Service means that either Party shall be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

Guarantor means with respect to a Party, an entity providing a guaranty of payment in favor of the other Party in a form mutually agreed to by the Parties.

Insolvent means with respect to any Party, when such Party shall be unable to pay liabilities as they mature or such entity shall admit in writing its inability to pay its debts generally as they become due.

Interest Rate means, for any date, the lesser of (a) one and one-half percent (1 ½ %) per month or (b) the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean that Customer's credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to the requesting Party.

RTO means the applicable regional transmission organization responsible for moving electricity over large interstate areas.

Utility Related Charges is defined in the applicable Sales Confirmation.

Utility Transfer Date means the time and date on which the applicable utility has completed the process necessary to permit Suez to commence or discontinue providing the services hereunder. The process may include, as necessary and without

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limitation, recognizing Suez as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date.

SECTION 4 NOTICES

	BUSINESS NAME CONTACT NAME	BILLING CONTACT	GDF SUEZ Energy Resources NA, Inc. CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	Exeter Township Carol I. Leinbach	Exeter Township Carol I. Leinbach	GDF SUEZ Energy Resources NA, Inc. Attn: GSERNA Retail	Please wire payments to: Mellon Bank
STREET ADDRESS:	4975 DEMOSS RD	4975 DEMOSS RD	1990 Post Oak Blvd.	Account Title: GDF SUEZ Energy Resources NA, Inc.
CITY, STATE, ZIP:	READING, PA, 19606	READING, PA, 19606	Houston, TX 77056	Account Number: 8-086-282
PHONE #:	610-401-0059	610-401-0059	1-888-232-6206	ABA Number: 031000037
FAX #:	(610) 779-5950	(610) 779-5950	(713) 636-0927	For payment by check, please send to:
EMAIL:	cleinbach@exetertownship.com	cleinbach@exetertownship.com	custserv@gdfsuezna.com	GDF Suez Energy Resources P.O. Box 9001025 Louisville, KY 40290-1025

CUSTOMER INFORMATION	SUEZ INFORMATION
DUNS NO #: 036135325	DUNS NO #: 099668332
FEDERAL TAX ID #: 23-6000327	FEDERAL TAX ID #: 76-0685946

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: EXETER TOWNSHIP	GDF SUEZ Energy Resources NA, Inc.
Signature: <i>Carol I. Leinbach</i>	Signature: <i>[Handwritten Signature]</i>
Print Name: CAROL I. Leinbach	Print Name: Graham Leth
Print Title: FINANCE Manager	Print Title: Vice President of Sales
Date: 3/10/16	Date: 3/7/16

SALES CONFIRMATION
Pennsylvania
Fixed Price RTC

This Sales Confirmation is entered on 3/4/2016 ("Confirmation Effective Date"), by and between GDF SUEZ Energy Resources NA, Inc. ("Suez") and Exeter Township ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated 3/4/2016 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and the service contemplated herein shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date as specified for each facility in Attachment A, Exhibit 1. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date as specified for each facility in Attachment A, Exhibit 1, but in no event later than the end of the Billing Cycle including such date, unless earlier terminated pursuant to the default provisions of the Master Agreement. Such termination shall not affect or excuse performance under any provision surviving such termination. Notwithstanding the foregoing, Customer's options for service beyond the Utility Transfer Date immediately following the End Date (the "Post-Term Period") include: i) executing an agreement with Suez for new terms and conditions of service, ii) transferring the accounts to another competitive supplier or iii) providing a written request to Suez to transfer Customer's accounts to the applicable default service provider. In the event Customer does not timely exercise one of the options above, service by Suez may continue hereunder after the Utility Transfer Date following the End Date until the next available Utility Transfer Date on or following Customer's exercise of one of the above options or Suez's transfer of the accounts to the applicable default service provider, whichever occurs first. For service during the Post-Term Period, in lieu of the Contract Price described in this Sales Confirmation, Customer shall pay Suez an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to ancillary services, installed (or unforced) capacity, network integrated transmission, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice.

Full Swing Transaction: Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.

Contract Price: Customer shall pay Suez the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation (e.g. Capacity, Congestion), this Contract Price may include, if applicable, an Intermediary Fee, and includes all non-utility charges including energy, ancillary services, installed (or unforced) capacity, congestion, losses (including distribution and transmission losses (if applicable) incurred in connection with the delivery of energy to the meter at the Facilities/Accounts identified in Attachment A), network integrated transmission (adjusted for tariff changes), and other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1.

Regulatory Charges: The Contract Price does not include Regulatory Charges.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

INFORMATION FOR SMALL BUSINESS ACCOUNTS (accounts that receive service under a small commercial, small industrial or small business rate classification, and whose maximum peak load was less than 25 kW within the last 12 months)

Electric Generation Supplier License Number: Suez's Pennsylvania Public Utility Commission Electric Generation Supplier (EGS) License Number is A-110156.

Default Service Provider (Your Local Utility Company) Information:

DEFAULT SERVICE PROVIDER	TELEPHONE NUMBER
Metropolitan Edison Company/ Met-Ed	1-800-545-7741
Pennsylvania Electric Company/ Penelec	1-800-545-7741
Duquesne Light Company	1- 888-393-7100
Philadelphia Electric and Gas Company/ PECO	1-800-841-4141
Allegheny Power/ West Penn Power	1-800-255-3443
PPL Electric Utilities	1-800-342-5775
Pennsylvania Power Company/ Penn Power	1-800-720-3600
UGI Electric / UGI Utilities	1-800-962-1212

Service Complaints: If you are unsatisfied with your service, please contact Suez to discuss your terms of service. If you are still dissatisfied with your service, you may contact the Pennsylvania Public Utility Commission at 1-800-PUC-1110.

Pennsylvania Required Statements: Generation prices and charges are set by the electric generation supplier you have chosen; Suez is your generation supplier. The Public Utility Commission regulates distribution prices and services; regulation by the Pennsylvania PUC sets the prices charged to you by your local utility company, and will be reflected on a separate bill you will receive from your local utility. The Federal Energy Regulatory Commission regulates transmission prices and services.

Customer Notification Statement: If you have a fixed term agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these three advance notifications.

Purchase of Receivables Program: Suez retains the right to and may sell its account receivables to the applicable consolidated billing utility under the terms of the applicable Purchase of Receivables Program (POR). POR grants the consolidated billing utility the right to disconnect non-residential customers for non-payment of all amounts on a consolidated bill when due. Such utility is authorized to disconnect its delivery service and Suez's commodity service for non-payment of all amounts due on the consolidated bill, including the amount due Suez, in accordance with all applicable provisions set forth in the Purchase of Accounts Receivable program. Notwithstanding anything to the contrary in the Master Agreement the following event of default shall be added in its entirety to Section 2.6 Event of Default of the Master Agreement: (f) if Suez enrolls Customer's account(s) in the applicable consolidated billing under the terms of the Purchase of Receivables Program, and the consolidated billing utility terminates Customer from the consolidated billing program or discontinues service to Customer's account(s). To the extent that enrollment of Customer's account(s) in the applicable consolidated billing utility Purchase of Receivables Programs requires a modification of the terms and conditions set forth in the Sales Confirmation or the Master Agreement, exclusive of price, Customer agrees to execute an amendment accordingly.

Payment Terms (non-POR): Twenty (20) days.

The City of Philadelphia Business Privilege Tax is not included in the Contract Price and shall be separately listed as a tax in the Customer bill.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to Suez in order to allow Suez to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A.

ON-SITE CUSTOMER GENERATION: The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, Suez shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to Suez to receive such extended terms at an additional cost to be determined by Suez. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Intermediary Fee" means a fee included in the Contract Price that Customer agrees should be remitted to the energy broker/service provider Customer engaged, if any, in the selection of Suez as its electricity supplier.

"Regulatory Charges" means Real-time Reliability Must Run charges assigned to Customer by Suez in its commercially reasonable discretion.

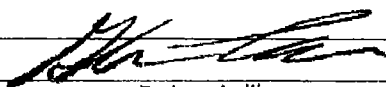
"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. Suez may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by Suez through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then Suez shall calculate in a commercially reasonable manner, the present value of any economic gain or loss it incurred thereby. Any gain or loss that Suez reasonably concludes is material shall be due to Customer (if a gain) or due from Customer (if a loss). Customer shall provide notice of any Facility closure to Suez as soon as practicable.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

Customer Id: 1-1XJF93
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 Agreement #: B5W0IZU

SIGNATURES	
Customer: EXETER TOWNSHIP	GDF SUEZ Energy Resources NA, Inc (Suez)
Signature: <i>Carol I. Leinbach</i>	Signature: 
Print Name: CAROL I. LEINBACH	Print Name: Graham Leith
Print Title: FINANCE MANAGER	Print Title: Vice President of Sales
Date: 3/10/16	Date: 3/7/16
Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to GDF Suez.	

	BUSINESS NAME CONTACT NAME	BILLING CONTACT	GDF Suez Energy Resources NA, Inc. CONTACT	CUSTOMER PAYMENTS
NAME ATTN:	Exeter Township Carol I. Leinbach	Exeter Township Carol I. Leinbach	GDF SUEZ Energy Resources NA, Inc. Attn: GSERNA Retail	Wire payments to Mellon Bank Account Title: GDF SUEZ Energy Resources NA, Inc. Account No. 8-086-282
STREET ADDRESS	4975 DEMOSS RD	4975 DEMOSS RD	1990 Post Oak Blvd.	For payment by check, please send to: GDF Suez Energy Resources P.O. Box 9001025 Louisville, KY 40290- 1025
CITY, STATE, ZIP	READING, PA, 19606	READING, PA, 19606	Houston, TX 77056	
PHONE #	610-401-0059	610-401-0059	1-888-232-6206	
FAX #	(610) 779-5950	(610) 779-5950	(713) 636-0927	
EMAIL:	cleinbach@exetertownship.com	cleinbach@exetertownship.com	custserv@gdfsuezna.com	

*Required Information

Customer: EXETER TOWNSHIP
 Effective Date: 03/04/2016
 Agreement #: B5W0IZU,1
 PR #: B5W0IZU,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01-CP02D-CA01
 Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	E Neversink Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030003189067	GS	01/01/2017	11/30/2018
2	Board of Supervisors Fairlane Rd.	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030005023876	GS	01/01/2017	11/30/2018
3	Development Lights Exeter TWP Street Lights	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030006570495	OLS	01/01/2017	11/30/2018
4	Rte 422	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002398499	GS	01/01/2017	11/30/2018
5	Traffic Signal W Shore Bypass & E Neversink Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002419287	GS	01/01/2017	11/30/2018
6	5311 Perkiomen Ave. dba Reading Country Club	READING, PA 19606	BERKS	METED	METED Resid Agg	08010898660002418556	GS	01/01/2017	11/30/2018
7	Glen Oley Farms Beecham Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08010898660006275272	GS	01/01/2017	11/30/2018
8	Lorane Hollow Park Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002449627	GS	01/01/2017	11/30/2018
9	Pineand Rd	BIRDSBORO, PA 19504	BERKS	METED	METED Resid Agg	08018763030003113124	GS	01/01/2017	11/30/2018
10	Perkiomen Ave & W. 37th St	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030003145724	GS	01/01/2017	11/30/2018
11	Ben Franklin Hwy & S. Center St	BIRDSBORO, PA 19506	BERKS	METED	METED Resid Agg	08018763030003207307	GS	01/01/2017	11/30/2018
12	Traffic Signal W Ben Franklin Hwy	BIRDSBORO, PA 19506	BERKS	METED	METED Resid Agg	08018763030003209656	GS	01/01/2017	11/30/2018
13	Traffic Signal Philadelphia Pike & Birdsboro Rd	BIRDSBORO, PA 19506	BERKS	METED	METED Resid Agg	08018763030002291633	GS	01/01/2017	11/30/2018
14	4669 Praetwck Drive DBA Library	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030005387734	GS	01/01/2017	11/30/2018
16	BLK 0 LT 0 Rt 724	BIRDSBORO, PA 19506	BERKS	METED	METED Resid Agg	08018763030007393428	GS	01/01/2017	11/30/2018
16	Board of Supervisors Fairlane Road	BIRDSBORO, PA 19506	BERKS	METED	METED Resid Agg	08018763030002418644	GS	01/01/2017	11/30/2018
17	Board of Supervisors Reaffion Perkiomen Ave & E. Neversink Rd.	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002419306	GS	01/01/2017	11/30/2018
18	Traffic Signal Ben Franklin Hwy & Pineand Rd.	BIRDSBORO, PA 19506	BERKS	METED	METED Resid Agg	08018763030002445962	GS	01/01/2017	11/30/2018
19	562 Shelbourne Road	Reading, PA 19606	BERKS	METED	METED Resid Agg	08018763030007426329	GS	01/01/2017	11/30/2018
20	Oley Turnpike Road	READING, PA 19606	BERKS	METED	METED Resid Agg	08010898660002397992	GS	01/01/2017	11/30/2018
21	Pineand Rd	BIRDSBORO, PA 19506	BERKS	METED	METED Resid Agg	08018763030005156085	GS	01/01/2017	11/30/2018

Customer: EXETER TOWNSHIP
 Effective Date: 03/04/2016
 Agreement #: B5W0IZU,1
 PR #: B5W0IZU,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01-CP02D-CA01

Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
22	BLK LT 0 Gibraltar & Demosa Rd.	READING, PA 19606	BERKS	METED	METED Resid Agg	080187630300065717155	GS	01/01/2017	11/30/2018
23	Intersection Lights Exeter TWP SUP St.	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030006570488	OLS	01/01/2017	11/30/2018
24	Traffic Signal W 38th St & Perkiomen Ave.	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002388432	GS	01/01/2017	11/30/2018
25	Street Lighting MV Pennside Exeter TWP SUP Street	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002419345	OLS	01/01/2017	11/30/2018
26	Sunset Manor Dr	BIRDSBORO, PA 19508	BERKS	METED	METED Resid Agg	08010898660002488122	GS	01/01/2017	11/30/2018
27	825 Neversink Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08010898660006410468	OLS	01/01/2017	11/30/2018
28	Traffic Signal Gibraltar Rd.	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002354842	GS	01/01/2017	11/30/2018
29	Perkiomen Ave & Locane Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002354868	GS	01/01/2017	11/30/2018
30	Traffic Signal Perkiomen Ave & Shelbourne Rd.	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002354871	GS	01/01/2017	11/30/2018
31	BLK 0 LT 0 S. Baumstown Road	BIRDSBORO, PA 19508	BERKS	METED	METED Resid Agg	08018763030007383427	GS	01/01/2017	11/30/2018
32	Redlane Rd	BIRDSBORO, PA 19508	BERKS	METED	METED Resid Agg	08010898660002489026	GS	01/01/2017	11/30/2018
33	925 Neversink Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08010898660003198653	GS	01/01/2017	11/30/2018
34	4665 Preetwick Dr.	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030003204658	GS	01/01/2017	11/30/2018
35	Exeter Commons Shopping Center 0 Demosa Rd & Rte 422	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030006522884	GS	01/01/2017	11/30/2018
36	Elm Street	READING, PA 19606	BERKS	METED	METED Resid Agg	08010898660002355624	GS	01/01/2017	11/30/2018
37	St Lawrence N Bingham St	READING, PA 19606	BERKS	METED	METED Resid Agg	08010898660002445611	GS	01/01/2017	11/30/2018
38	Pumping Station Lincoln Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08010898660002482714	GS	01/01/2017	11/30/2018
39	E Neversink Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030003050773	GS	01/01/2017	11/30/2018
40	960 E. Neversink Rd.	READING, PA 19606	BERKS	METED	METED Resid Agg	08021435890002419198	GS	01/01/2017	11/30/2018
41	Fisher Ave & Deer Run	READING, PA 19606	BERKS	METED	METED Resid Agg	08021435890003232356	GS	01/01/2017	11/30/2018
42	Board of Supervisors Elm St	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030002355625	GS	01/01/2017	11/30/2018
43	BLK LT 0 925 E Neversink Rd	READING, PA 19606	BERKS	METED	METED Resid Agg	08010898660006359401	GS	01/01/2017	11/30/2018
44	Exeter Twp. Street	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030006283089	OLS	01/01/2017	11/30/2018
45	BLK LT 0 Perkiomen Ave & U-Turn	READING, PA 19606	BERKS	METED	METED Resid Agg	08018763030006571767	GS	01/01/2017	11/30/2018

Customer: EXETER TOWNSHIP
 Effective Date: 03/04/2016
 Agreement #: B5W0IZU,1
 PR #: B5W0IZU,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01-CP02D-CA01
 Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
46	400 Hanover Street	READING, PA 19606	BERKS	METED	METED Resid Agg	08018788690002470069	GP	01/01/2017	11/30/2018
47	5311 Parklawn Ave DBA Reading Country Club	READING, PA 19606	BERKS	METED	METED Resid Agg	08010888860002418864	GS	01/01/2017	11/30/2018
48	880 S Baumstown Rd	BIRDSBORO, PA 19608	BERKS	METED	METED Resid Agg	08010888660002488753	GS	01/01/2017	11/30/2018
49	Traffic Signal Parklawn Ave. & Lincoln Rd.	READING, PA 19606	BERKS	METED	METED Resid Agg	08018783030002290653	GS	01/01/2017	11/30/2018
50	Blk LT 0 end of Rt 422 Bypass and Bua	READING, PA 19606	BERKS	METED	METED Resid Agg	08018783030006517159	GS	01/01/2017	11/30/2018
51	Exeter Commons Shopping Center 0 Demoss & Exeter Commons	READING, PA 19606	BERKS	METED	METED Resid Agg	08018783030006622686	GS	01/01/2017	11/30/2018
52	Farming Ridge Park 5076 Farming Ridge Blvd.	READING, PA 19608	BERKS	METED	METED Resid Agg	08018783030006658863	GS	01/01/2017	11/30/2018
53	Street Lighting S V Exeter Twp Street	READING, PA 19608	BERKS	METED	METED Resid Agg	08018783030002419341	OLS	01/01/2017	11/30/2018

Contract Price (\$/KWh):	0.04637
Post Term Charge (\$/KWh):	0.019

Customer: EXETER TOWNSHIP
Effective Date: 03/04/2016
Agreement #: B5W0IZU,1
PR #: B5W0IZU,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: METED Resid Agg

Month	Year	MWh
Jan	2017	437.94
Feb	2017	394.92
Mar	2017	444.09
Apr	2017	387.53
May	2017	375.25
Jun	2017	377.93
Jul	2017	382.20
Aug	2017	393.18
Sep	2017	359.71
Oct	2017	373.38
Nov	2017	360.31
Dec	2017	392.45
Jan	2018	435.76
Feb	2018	396.67
Mar	2018	441.20
Apr	2018	389.17
May	2018	374.67
Jun	2018	376.67
Jul	2018	385.02
Aug	2018	392.20
Sep	2018	359.73
Oct	2018	373.68
Nov	2018	361.36

Customer: EXETER TOWNSHIP
Effective Date: 03/04/2016
Agreement #: B5W0IZU,1
PR #: B5W0IZU,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

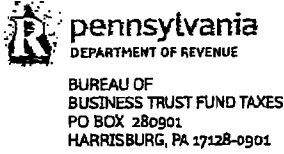
ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: Carol I. Leinbach

Print Name: CAROL I. LEINBACH

Customer, please check this box if your accounts are tax exempt.
If tax exempt, please send your tax exemption certificates to custserv@gdfsuezna.com.
We cannot apply the tax exemption until we receive your certificates.



**PENNSYLVANIA EXEMPTION
CERTIFICATE**

CHECK ONE:

- STATE OR LOCAL SALES AND USE TAX
- STATE OR LOCAL HOTEL OCCUPANCY TAX
- PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
- VEHICLE RENTAL TAX (VRT)

(Please Print or Type)

This form cannot be used to obtain a Sales Tax License Number, PTA License Number or Exempt Status.

Read Instructions
On Reverse Carefully

THIS FORM MAY BE PHOTOCOPIED - VOID UNLESS COMPLETE INFORMATION IS SUPPLIED

CHECK ONE: PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)
 PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller, Vendor, or Lessor
GDF Suez Energy Resources NA, Inc.

Street
1990 Post Oak Blvd Houston TX 77056

NOTE: Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

- FORM MV-1 Application for Certificate of Title (first time registrations)
- FORM MV-4ST Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate are exempt from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

- 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: _____
- 2. Purchaser is a/an: subdivision of Commonwealth
- 3. Property will be resold under License Number _____ (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
- 4. Purchaser is a/an: _____ holding Exemption Number _____
- 5. Property or services will be used directly and predominately by purchaser performing a public utility service.
 PA Public Utility Commission PUC Number _____ and/or US Department of Transportation MC/MX _____
- 6. Exempt wrapping supplies, License Number _____ (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)
- 7. Other _____
 (Explain in detail. Additional space on reverse side.)

I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee	Signature	EIN	Date
Exeter Township	<i>E. M. Wald</i>	23-6000327	3/4/16
Street	City	State	ZIP Code
4975 DeMoss Road	Reading	PA	19606

- 1. ACCEPTANCE AND VALIDITY:**
 For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.
- 2. REPRODUCTION OF FORM:**
 This form may be reproduced but shall contain the same information as appears on this form.
- 3. RETENTION:**
 The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.
DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.
- 4. EXEMPT ORGANIZATIONS:**
 This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$250 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).

Carol Leinbach

From: CustServ <custserv@na.engie.com>
Sent: Thursday, March 9, 2017 10:10 AM
To: Carol Leinbach
Subject: Drop Amendment Notice- Exeter Township
Attachments: AGMT#1-C7CYT5_DROP_EXETER TOWNSHIP_3.6.17.pdf

ENGIE has been notified by your local utility that the facility(s) identified on the attached amendment could not be enrolled by or transferred to (as applicable) ENGIE as your retail electricity supplier.

If this does not accurately reflect your understanding of the update, please call 888-232-6206. Thank you for your assistance in this matter.



custserv@na.engie.com

1990 Post Oak Blvd, Suite 1900
Houston, TX 77056

WWW.ENGIRESOURCES.COM



"Creating a better world for you through innovative energy solutions"

Please consider the environment before printing this document.



March 6, 2017

Carol Leinbach
Exeter Township
4975 Demoss Rd
Reading, PA 19606

RE: Pennsylvania Sales Confirmation by and between Exeter Township and ENGIE Resources LLC (formerly known as GDF SUEZ Energy Resources NA, Inc.)("ENGIE") dated 3/4/2016, regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated 3/4/2016 (the "Agreement").

Dear Carol Leinbach:

ENGIE has been notified by your local distribution company that the below account(s) could not be enrolled by or transferred to (as applicable) ENGIE as your retail electricity supplier. This letter shall serve as an update to the Attachment A of the above-referenced Agreement. Accordingly, the Attachment A shall be updated as follows:

(1) In **Attachment A, Exhibit 1**, the following row(s) shall be deleted from the table.

Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
ST LAWRENCE N BINGAMAN ST	READING, PA 19606		METED	METED	08010898660002445611	GS	03/01/2017	11/30/2018

This update shall be effective immediately.

If this does not accurately reflect your understanding of the update, please call 888-232-6206. Thank you for your assistance in this matter.

Sincerely,
ENGIE Resources LLC

Exeter Township
Berks County, Pennsylvania
4975 DeMoss Road
Reading PA 19606
www.exetertownship.com



Office: 610-779-5660
Fax: 610-779-5950
Engineering: 610-779-5702
Fire Marshal: 610-779-4888
Parks & Rec.: 610-779-2580
Police: 610-779-1490
Treatment Plant: 610-582-8300

EXETER TOWNSHIP

Engineering
March 13, 2013

Polydyne, Inc.
One Chemical Plant Road
P.O. Box 279
Riceboro, GA 31323

Re: CONTRACT AWARD
2013 Polymer Contract

Gentlemen:

Enclosed is an executed contract for the above-referenced project to provide Exeter Township with Polymer per Option A for the years 2013 and 2014 at a rate of \$1.03 per pound in the approximate yearly amount of \$77,250.00.

Paul Herb, Wastewater Treatment Superintendent, will contact your company to make the necessary arrangements for delivery as per the specifications.

Should you have any questions or require additional information, please contact me at 610-779-5702.

Cc: Board of Supervisors
Andrew Bellwoar, Esq.
Troy S. Bingaman
Paul A. Herb
Contract File

Sincerely,

EXETER TOWNSHIP
ENGINEERING DEPARTMENT

A handwritten signature in black ink, appearing to read "Cheryl Franckowiak", written over the typed name.

Cheryl A. Franckowiak
Zoning Officer

COPY

BID BOND

Bid Bond No. BB00407

KNOW ALL BY THESE PRESENTS, That we, Polydyne Inc.

of One Chemical Plant Road, Riceboro, GA 31323 (hereinafter called the Principal),

as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Exeter Township

(hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of the Total Amount Bid Dollars (Ten Percent (10%) of the Total Amount Bid)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Liquid Polyacrylamide Emulsion Polymer

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 11th day of February, 2013

[Signature]
Mark Schlag, Vice-President Witness

Polydyne Inc. (Seal)
Principal
[Signature]
Lawrence D. Grizzle Title
Business Manager

[Signature]
Cindy Li, Notary Public Witness

Liberty Mutual Insurance Company
By [Signature]
Michael A. Rooney Attorney-in-Fact

CINDY LI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/12/2016



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5264637

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **FRANK P. COSTA, KENNETH C. HEGEL JR., ANTHONY M. SPINA, MICHAEL A. ROONEY,**

all of the city of JERSEY CITY, state of NEW JERSEY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 26th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, letter of credit, bank deposit, interest rate, or other financial value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets	Liabilities
Cash and Bank Deposits..... \$ 696,606,839	Unearned Premiums..... \$3,762,485,913
*Bonds — U.S Government..... 910,151,865	Reserve for Claims and Claims Expense..... 15,817,904,502
*Other Bonds..... 11,794,792,561	Funds Held Under Reinsurance Treaties..... 1,249,980,610
*Stocks..... 8,216,137,875	Reserve for Dividends to Policyholders..... 4,656,284
Real Estate..... 268,420,606	Additional Statutory Reserve..... 77,791,575
Agents' Balances or Uncollected Premiums..... 3,191,269,641	Reserve for Commissions, Taxes and Other Liabilities..... <u>2,885,589,205</u>
Accrued Interest and Rents..... 151,164,670	Total \$23,798,408,089
Other Admitted Assets..... <u>12,166,299,092</u>	Special Surplus Funds..... \$1,036,917,657
Total Admitted Assets <u>\$37,394,843,149</u>	Capital Stock..... 10,000,000
	Paid in Surplus..... 7,732,061,653
	Unassigned Surplus..... 4,817,455,750
	Surplus to Policyholders <u>13,596,435,060</u>
	Total Liabilities and Surplus <u>\$37,394,843,149</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

T. Mikolajewski

Assistant Secretary

EXETER TOWNSHIP WASTEWATER TREATMENT PLANT

POLYMER SPECIFICATIONS LIQUID POLYACRYLAMIDE EMULSION POLYMER

The Exeter Township Board of Supervisors (Township) will accept bids for a one (1) year contract and an alternate bid for a two (2) year contract, each with an option for a one (1) year extension at the option of the Township for Liquid Polyacrylamide Emulsion Polymer which will be used to condition municipal wastewater treatment plant sludge for dewatering in two (2) Alfa Laval sludge dewatering centrifuges.

The sludge is approximately 80% anaerobically digested, and 20% aerobic (mixed)

Proposed polymers must meet the following conditions and specifications:

1. Polymer shall be the following:

Polydyne Inc. - NE1745 or an approved equal.

Vendors must pre-qualify polymers to be allowed to bid only on the pre-qualified product. The Township will not consider bids for any product that has not been pre-qualified. **The qualification period is February 7th, 2013 to February 19th, 2013.**

Products exhibiting "Medium to High Molecular Weight" and "High to Very High Charge" shall have demonstrated the ability to achieve specified performance, namely:

Dosage: 20# Polymer/Dry Ton Solids.
Cake Solids: 22 to 25% Minimum
Recovery: 95% Minimum

1. When operating at a throughput of 150 GPM and 1.8% Feed Solids.
2. Bid prices shall be stated as "per pound polymer". Polymer concentration shall not be less than 40% active polymer. Price shall be based on shipment of tote-bin containers (Approx. 2,400 pounds).
3. The successful bidder shall make available to the Township, laboratory services to select the optimum polymer for the sludge generated throughout the year. The successful bidder shall be required to provide an alternate product at the same or lesser price per pound when needed based on sludge characteristics and/ or dewatering equipment changes.
4. Delivery of polymer shall be made to the Exeter Wastewater Treatment Facility, 400 Hanover Street, Birdsboro, PA 19508. All shipping and delivery charges for product and return of empty containers shall be paid by the successful bidder and shall be included in the bid price.
5. Polymer shall be an emulsion of water-soluble polymer dispersed in "oil" and stabilized by surfactants and shall be self-inverting. The emulsion shall be capable of being completely activated via the currently employed polymer makedown equipment.

6. Proposed alternate polymers shall be based on the bidder's actual laboratory bench tests performed at the Exeter WTP Lab, using the plant sludge. Alternate products will be evaluated as their ability to meet the specified requirements listed in Condition 1. **The alternate polymer bidder shall demonstrate the performance of the bid product on a full scale basis for a period of 6 hours. All costs for polymer for said demonstration shall be borne by the bidder. Laboratory analyses will be performed by the Township.**
7. Product description data and safety information must be provided with bid.
8. Proposed polymers must perform as stated in the bids during the entire term of the contract and failure to do so will be a just cause for cancellation of the contract.
9. Substitute products will not be allowed unless they can be demonstrated to perform as stated for the bid product at the same or lower real cost.
10. Bid prices shall be firm for the term of the contract.
11. The contract shall become effective upon approval by the Board of Supervisors and shall continue for a period of either one (1) year with an option for a one (1) year extension to be exercised by the Township, or two (2) years with an option for a one (1) year extension to be exercised by the Township as selected by the Board of Supervisors, unless terminated under terms/conditions set forth elsewhere in these specifications.
12. The product shall be well packaged to protect it from moisture and or freezing during storage and delivery. Damaged containers or packages of polymer will not be accepted, and it shall be the contractor's responsibility to replace them immediately upon notification. Deliveries shall be made 7:00 AM till 3:00 PM Monday through Friday, excluding holidays.
13. The successful bidder shall be willing to provide personnel to assist in the proper application of their product.
14. The Township reserves the right to at any time discontinue the use of the dewatering centrifuge (and associated polymer purchase) and to employ alternate methods of sludge dewatering and/or disposal.
15. One (1) original bid package and one (1) copy shall be submitted in a sealed envelope. **BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED BY EXETER TOWNSHIP.** The bid package shall consist of the proposal and contract (pp. 1 and 2); Attachment #1, Non-Collusion Affidavit; Bid Bond or Certified Check in the amount of 10% of the total bid price; acknowledgement of addenda (if any).

Addressed to: Exeter Township
Board of Supervisors
4975 DeMoss Road
Reading, Pa. 19606

Labeled. As: Proposal for:
Exeter WWTP
Liquid Polyacrylamide Emulsion Polymer



**PROPOSAL AND CONTRACT
(WHEN EXECUTED)**

INSTRUCTIONS ON PAGE 4

THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of February 20, 2013."

DATE

"2013 POLYMER"

Sealed Proposals will be received on or before 10:00 a.m. on the above Letting Date.

TIME

Exeter Township, 2nd Class
MUNICIPALITY (NAME & TYPE)

Troy S. Bingaman

SECRETARY

4975 DeMoss Road

Reading, PA 19606

ADDRESS

Bids will be opened and read at approximately 10:00 a.m., on the above Letting Date.

TIME

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 1 The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment), in accordance with drawings and specifications on file at Exeter Township, 2nd Class as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).
- 2 If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work within see attachment 1-A calendar days.
- 3 Accompanying this proposal is a certified check or bid bond in the amount of 10% made payable to the municipality as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

Polydyne Inc.

One Chemical Plant Road, Riceboro GA 31323

NAME / ADDRESS OF CONTRACTOR

Phone: 912-880-2035

Fax: 912-880-2078

Email: Polybidpt@snfhc.com

CONTRACTORS CERTIFICATION

It is hereby certified as follows:

- 1 The only person interested in the proposal as principal (s) is (are):
Please see attached "Polydyne Inc. General Information" sheet
- 2 None of the above persons are employees of the municipality.
- 3 This proposal is made without collusion with any other person, firm or corporation.
- 4 All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachment 1).

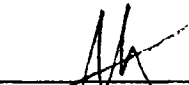
- 5 The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.

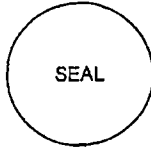
- 6 The contractor will provide the municipality with a performance bond, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

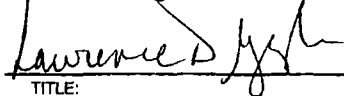
Polydyne Inc.

CONTRACTOR

WITNESSED OR ATTESTED BY:


 TITLE: _____ (SEAL)
 Mark Schlag, Vice-President




 TITLE: _____ (SEAL)
 Lawrence D. Grizzle, Business Manager

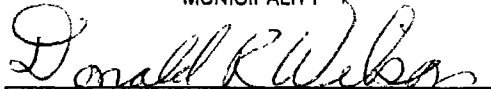
TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

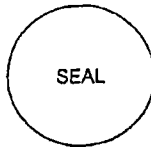
ACCEPTED ON :


4/1/13
 DATE

Exeter Township, 2nd Class
 MUNICIPALITY

ATTESTED BY:


 TITLE: Chairman




 TITLE: Asst. Sec

TITLE:

**SPECIAL PROVISIONS TO CONTRACT MS-944 (Attachment 1-A)
CONTAINS IMPORTANT INFORMATION FOR THE CONTRACTOR**

The Prime Contractor and subcontractors must comply with all of the following provisions that are marked with an "X".

Traffic Control and Safety Devices to be provided by the Contractor.
(Maintenance and Protection of Traffic to comply with current MUTCD, Publication 212 and Publication 213.)

- X Delivery tickets for all materials.
- X CS-4171 Certificate of Compliance and/ or TR-465 Daily Bituminous Mixture Certification required for all materials.
Notify the Municipality five working days prior to start of project.
Work to be completed on or before _____ . After _____ Liquidated damages apply at the rate of \$ 200.00 per calendar day.
Roadway to be power broomed by (contractor municipality)prior to start of project.
Excess material to be removed by (contractor municipality .)
Municipality to inspect project.
Need Bill of Lading for each shipment of bituminous material per Section 702.1(c) of Specifications 408.
Tack Coat required per Section 460, or 409 for superpave, of Specifications 408 and is incidental to paving item unless noted otherwise.
Prime Coat required per Section 461 of Specifications 408.
Bituminous Seal on all abutting pavement and curbs required.
Saw cut or Milled Paving Notch required and incidental to paving item unless noted otherwise.
Scratch/ Leveling Courses to be placed at the discretion of appointed inspector(s).
Full width pavement with one pass required.
Municipality reserves the right to limit work completed.
Taper pavement the last 3 feet to curb.
- X For FOB Source bids, hauling distance will determine selection of bid award.
- X Municipality reserves the right to procure material which best suits their requirements after all bids and items are reviewed.
- X Completion of NON-COLLUSION AFFIDAVIT required.
Incidental Preparation and clean up required. (Project Construction Materials)
- X The municipality reserves the right to make an award on the basis of the aggregate total for all like items on which quotations are received.
Provide design, which meets Specifications Form 408 to the municipality 5 days prior to start of work.
Contractor responsible for defects that occur within one year of applications.
Contractor required to review proposed project with Municipality's Representative prior to bidding.
Oil Samples required from each distributor truck by contractor (1) one quart : A.M. & P.M. and witnessed by municipality and retained by municipality. (Oil samples must be placed in an approved type container that is compatible with oil sample.)
At least three random stone samples to be taken by contractor on project site witnessed by municipality and retained by municipality.
Complete all testing in accordance with Specification Form 408 Section 409 except for superpave volumetric testing.
- X Notice to Proceed will be the date of Contract acceptance.
Final Completion Certificate & Notice of Completion required.
- X Future award of Contract will be based on quality of work as determined by the municipality.
Contractor, notify all residents of pending work to be performed.

My signature signifies that I have read and understand the above special provisions to this contract, and by being authorized by this company to act as their authorized representative, and on their behalf hereby agree to adhere to any and all of the provisions pertaining to this contract.

Lawrence D. Grizzle 2-13-13
Contractor's Representative Date
Lawrence D. Grizzle, Business Manager
Polydyne Inc. _____
Company

Municipality's Representative Date
Exeter Township, 2nd Class

Municipality

PROPOSAL AND CONTRACT INSTRUCTIONS- FORM 944

- 1 The proposal must be typewritten or printed. One original and one copy must be submitted
- 2 If more than one proposal on any project is submitted by an individual, firm or partnership, corporation or association under the same or different names, only one lowest proposal will be considered.
- 3 Description of Work- - -
 - A. If additional space is needed, insert appropriately numbered attachment and note "Continued on attached work sheets."
- 4 Part A of Page 1 to be completed by municipality. Part B of Page 1 to be completed by contractor. Schedule of Prices - Column #1 (Item), #2 (Approximate quantities), #3 (Unit, i.e., ton, square yard, linear feet, etc.) And #4 (Description, i.e., bituminous materials - 9.5 mm S & L, 12.5 mm Wearing, 25.0 mm Base Course, etc.) Must be filled in by the municipality to insure equitable bidding. Columns #5 (Unit Price), #6 (Total) and total amount of bid, must be filled in by the contractor. If more space is needed, add note at the bottom of the page; "Continued on Attachment No. 1-A," and add additional sheet designated as Attachment No. 1-A, 1-B, etc.. Repeat for each additional sheet required.
- 5 If liquidated damages are to be assessed, add the following sentence to Part A #2. If all work is not completed on time, liquidated damages will be assessed at the rate of \$250.00 per additional working day. (OR ". . . as set forth in the attached schedule.")
- 6 Payment and Performance bonds are provided only by the successful bidder. Contracts under \$5,000 - bonds must be in 50 % of the contract amount. Contracts in excess of \$5,000 - bonds must be in 100 % of the amount of contract. Bond Forms MS-944 Attachments 2 and 3 and Workmen's Compensation Affidavit Attachment 4 must be submitted by the successful bidder within 20 days of the contract award. Failure to submit the bonds shall constitute grounds to cancel the contract.
- 7 *Construction projects, where the estimated cost of the total project exceeds \$25,000, are subject to the provisions of the Pennsylvania Prevailing Wage Act 442. It is the responsibility of the municipality to obtain the Prevailing Wage Scale for the area and include it in the proposal. If the Prevailing Wage Act applies, this fact shall be noted in the advertisement.

On projects utilizing Federal Revenue Sharing Funds, if the project cost exceeds \$2,000 and is financed with 25% or more Federal Revenue Sharing Funds, the Davis Bacon Act applies. Again, it is the responsibility of the municipality to obtain the Davis Bacon Wage Rates, include them in the proposal and note the fact in the advertisement. If both acts are applicable, The Davis Bacon Act has preference over the Pennsylvania Prevailing Wage Act.
- 8 An ESCALATOR CLAUSE is optional; if used, it must be included in the proposal prepared by the municipality. An escalator clause may not be inserted by the contractor.

*(1961, Aug. 15, P.L. 987; 43 P.S. 165)



**PERFORMANCE BOND
(With Corporate Surety)**

KNOW ALL MEN BY THESE PRESENTS, That we,

(NAME AND ADDRESS OF CONTRACTOR)

as Principal and _____

(SURETY COMPANY)

a corporation incorporated under the laws of the State of _____

as Surety

(NAME OF STATE)

are held and firmly bound unto _____

(NAME OF MUNICIPALITY)

in the full and just sum of

(\$ _____) dollars

lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____

(DATE OF BOND)



Attest / Witness:

CONTRACTOR

BY

TITLE:

TITLE:



Attest / Witness:

SURETY COMPANY

TITLE:

TITLE:



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

[Redacted box]

as PRINCIPAL and _____ as SURETY, are held and firmly bond unto the _____ (\$ _____) dollars, lawful money of the United States of America, to be paid to the said _____ or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality hereinafter called Oblgee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of:

for approximately the sum of: _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said for material or labor entered into and became component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Oblgee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefor, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Oblgee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Oblgee of any extension of time for the performance of the contract or any other forbearance on the part of either the Oblgee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension of forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this _____ day of _____, 20 _____.



WITNESS:

CONTRACTOR

TITLE: _____

BY: _____

TITLE: _____



WITNESS:

SURETY COMPANY

TITLE: _____

TITLE: _____



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of GEORGIA)

)

)

) ss:

)

County of LIBERTY)

being duly sworn according to law deposes and says that they ~~have~~ ^{he has} ~~XXXX~~

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with

its supplements and amendments, and ~~have~~ ^{has} ~~insured~~ ^{is} ~~their~~ ^{its} liability thereunder in accordance with the terms of said

Act with Frenkle & Company Inc.
(SURETY COMPANY)

Polydyne Inc.

(TYPE OR PRINT) CONTRACTOR

BY

MS

SIGNATURE

Mark Schlag, Vice-President

Sworn to and subscribed before me this 13th day of February A.D. 20 13.

Pamela J. McDermitt

SIGNATURE

Pamela J. McDermitt

Notary Public

My Commission Expires July 28, 2016 (DATE)

ANTI-COLLUSION AFFIDAVIT



County Berks

Municipality Exeter Township, 2nd Class

Project Number 13 Polymer

State of GEORGIA

Fed. Project No. _____
(If Applicable)

County of LIBERTY

The undersigned deponent deposes and says that he is the Business Manager of the Polydyne Inc. Company; that he is authorized to make this affidavit on behalf of said company in compliance with section 102.06 (e) of Department Specifications, Publication 408, as amended and that the said company has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Polydyne Inc.

(Contractor)

BY Lawrence D. Grizzle

Lawrence D. Grizzle, Business Manager

Sworn to and subscribed before me the undersigned notary public this

13th day of February, 2013

Pamela J. McDermitt

Notary Public

My Commission expires Pamela J. McDermitt
Notary Public
My Commission Expires July 28, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frenkel & Company 350 Hudson Street - 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: PHONE (AC, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID:	FAX (AC, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER A: Chartis Specialty Insurance Company		26883
	INSURER B: Commerce & Industry Insurance Company		19410
	INSURER C: Hartford Insurance Company of Midwest		37478
	INSURER D: National Union Fire Insurance Company of Pittsburgh PA		19445
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EG14362834	12/31/2012	12/31/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 5,000,000
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>							PRODUCTS-COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			CA4691818	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB			13273528	12/31/2012	12/31/2013	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10WNR30600	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NJ) If yes describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
45 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER	CANCELLATION
Exeter Township 4975 Demoss Road Reading, PA 19606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS
	AUTHORIZED REPRESENTATIVE
	<i>Laura Harris</i>

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POLYDYNE, INC.

Written Consent of the Board of Directors

The undersigned, being all of the directors of Polydyne, Inc. a Delaware corporation (the "Corporation"), hereby approve and adopt the following resolutions by written consent.

Municipal Contract Authorization

RESOLVED, that Lawrence D. Grizzle, René Pich, Peter Nichols, James R. Carlson, Mark Schlag, Stewart Rea and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name and on behalf of the Corporation, upon such municipal projects as he (or she) may deem appropriate; and further

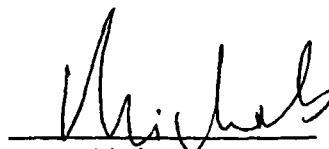
RESOLVED, that Lawrence D. Grizzle, René Pich, Peter Nichols, James R. Carlson, Mark Schlag, Stewart Rea and Ken Luke be and hereby are authorized, empowered and authorized to execute and deliver, in the name and on behalf of the Corporation, all documents, instruments, certificates, agreements and papers as he (or she) may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further

RESOLVED, that the President, Senior Vice President, Vice President, Secretary, Treasurer, and Assistant Secretary or Director of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions.

IN WITNESS WHEREOF, the undersigned, constituting all of the directors of the Corporation, have executed this consent the 10th day of February 2012.



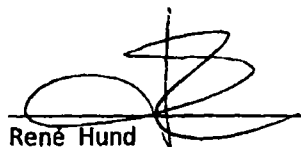
René Pich



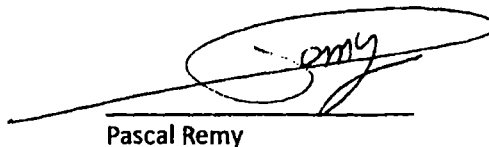
Peter Nichols



James R. Carlson



René Hund



Pascal Remy

I attest to the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.



Mark Schlag, Vice-President

Date: 2/13/2013

**POLYDYNE Inc.
General Information**

SS: 34-1810283

State of Incorporation: Delaware

Date of Incorporation: August 21, 1995

Administrative Office: P.O. Box 279, 1 Chemical Plant Road
Riceboro, GA 31323

Payment Address: P.O. Box 404642
Atlanta, GA 30384-4642

Board of Directors

René Pich, Pascal Remy, Peter Nichols, René Hund, James R. Carlson

Corporate Officers

President	Peter Nichols
Senior Vice President, Secretary and Treasurer	James R. Carlson
Vice President Finance, Assistant Secretary	Mark Schlag

*** Authorized Signers – Non Officers**

Lawrence D. Grizzle	Business Manager
Stewart Rea	Controller
Ken Luke	Purchasing Director

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCM SA	95	René Pich
	5	Other

CLARIFLOC NE-1745 POLYMER

PRINCIPAL USES

CLARIFLOC NE-1745 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal and industrial wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.4 - 8.6 lbs/gal
Cationicity	80 %
Active Polyacrylamide Min.	41 %
Viscosity (0.5% Sol'n)	700-900 cPs
Freezing Point	7 F. (-14 C.)
Flash Point	>200 F. (>93 C.)

PREPARATION AND FEEDING

CLARIFLOC NE-1745 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is one year in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC NE-1745, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC NE-1745 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC NE-1745 Polymer is shipped in 55 gallon, lined steel drums containing approximately 450 pounds net or in 275 gallon nonreturnable tote tanks. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

ALL STATEMENTS, INFORMATION AND DATA GIVEN HEREIN ARE BELIEVED TO BE ACCURATE AND RELIABLE, BUT ARE PRESENTED WITHOUT GUARANTEE, WARRANTY OR RESPONSIBILITY OF ANY KIND, EXPRESSED OR IMPLIED STATEMENTS OR SUGGESTIONS CONCERNING POSSIBLE USE OF OUR PRODUCTS ARE MADE WITHOUT REPRESENTATION OR WARRANTY THAT ANY SUCH USE IS FREE OF PATENT INFRINGEMENT, AND ARE NOT RECOMMENDATIONS TO INFRINGE ON ANY PATENT. THE USER SHOULD NOT ASSUME THAT ALL SAFETY MEASURES ARE INDICATED OR THAT OTHER MEASURES MAY NOT BE REQUIRED.



Material Safety Data Sheet

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

Product name : CLARIFLOC (R) NE-1745 POLYMER
Company : POLYDYNE INC.
Riceboro, GA 31323
PO Box 279
United States
Telephone : 1-800-848-7659
Telefax : (912)-884-8770
E-mail :
Emergency telephone number : 1-800-424-9300
Product Use : Processing aid for industrial applications.

2. HAZARDS IDENTIFICATION

Appearance and Odor

Form : Viscous liquid
Color : Milky
Odor : Aliphatic

Emergency Overview :

Spills produce extremely slippery surfaces.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Identification : Cationic water-soluble polymer in emulsion.

Regulated Components:

None.

4. FIRST AID MEASURES

Inhalation : No hazards which require special first aid measures.

Material Safety Data Sheet
CLARIFLOC (R) NE-1745 POLYMER

Skin contact : Wash off immediately with soap and plenty of water. In case of persistent skin irritation, consult a physician.

Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion : The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Precautions : Spills produce extremely slippery surfaces.

Special protective equipment for firefighters : No special protective equipment required.

Flash point : Does not flash.

Autoignition temperature : Does not ignite

6. ACCIDENTAL RELEASE MEASURES

Personal precautions : No special precautions required.

Environmental precautions : As with all chemical products, do not flush into surface water. Do not contaminate water.

Methods for cleaning up : Do not flush with water Dam up. Soak up with inert absorbent material. If liquid has been spilt in large quantities clean up promptly by scoop or vacuum. Keep in suitable and closed containers for disposal. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

Handling

Safe handling advice : Avoid contact with skin and eyes. When preparing the working solution ensure there is adequate ventilation. When using do not smoke.

Storage

Keep in a dry cool place (0 - 30 °C). Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Personal protective equipment

Respiratory protection : In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection : Rubber gloves.

Eye protection : Safety glasses with side-shields. Do not wear contact lenses where this product is used.

Skin and body protection : Chemical resistant apron or protective suit if splashing or repeated contact with solution is likely.

Hygiene measures

Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Form : Viscous liquid

Color : Milky

Odor : Aliphatic

pH : 3-7 @ 5 g/l

Melting point/range : Not applicable

Flash point : Does not flash

Autoignition temperature : Does not ignite

Vapor pressure : 0.13 @ 20°C

Approx. bulk density : 1.04

Water solubility : See Technical Bulletin

10. STABILITY AND REACTIVITY

Stability : Stable. Hazardous polymerisation does not occur.

Materials to avoid : Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : Thermal decomposition may produce. Hydrogen chloride gas. Nitrogen oxides (NO_x). Carbon oxides (CO_x).

11. TOXICOLOGICAL INFORMATION

Acute toxicity

Skin : The results of testing on rabbits showed this material to be non-toxic even at high dose levels.

Oral : LD50/oral/rat > 5000 mg/kg.

Inhalation : The product is not expected to be toxic by inhalation.

Irritation

Skin : May cause skin irritation with susceptible persons.

Eyes : May cause eye irritation with susceptible persons.

Sensitization : The results of testing on guinea pigs showed this material to be non-sensitizing.

Chronic toxicity : A two-year feeding study on rats did not reveal adverse health effects. A one-year feeding study on dogs did not reveal adverse health effects. Prolonged skin contact may defat the skin and produce dermatitis.

12. ECOLOGICAL INFORMATION

Aquatic toxicity

Toxicity to fish : LC50/96 hours > 10-100 mg/l (OECD 203), (Based on the toxicity of the components using the Conventional Method).

Toxicity to daphnia : EC(1)50/Daphnia m./48 hours > 50 mg/L, (Based on the toxicity of the components using the Conventional Method).

Toxicity to algae : Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

Environmental fate

Hydrolysis : At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.

Other ecological information :

The effects of this product on aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment.

13. DISPOSAL CONSIDERATIONS

Disposal : In accordance with local, state and federal regulations.

Container : Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local, state and federal regulations.

14. TRANSPORT INFORMATION

DOT

Not classified as dangerous in the meaning of DOT regulations.

IMDG/IMO

Not classified as dangerous in the meaning of IMO/IMDG regulations..

ICAO/IATA

Not classified as dangerous in the meaning of ICAO/IATA regulations..

15. REGULATORY INFORMATION

International Inventories

European Union (EINECS/ELINCS) : All components of this product are either listed on the inventory or are exempt from listing.

USA (TSCA) : All components of this product are either listed on the inventory or are exempt from listing.

Canada (DSL) : All components of this product are either listed on the inventory or are exempt from listing.

Canada (NDSL): All components listed on inventory.

Australia (AICS) : All components of this product are either listed on the inventory or are exempt from listing.

China (IECSC) : All components of this product are either listed on the inventory or are exempt from listing.

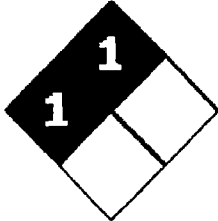
Japan (ENCS) : All components of this product are either listed on the inventory or are exempt from listing.

Korea (ECL) : All components of this product are either listed on the inventory or are exempt from listing.

Philippines (PICCS) : All components of this product are either listed on the inventory or are exempt from listing.

16. OTHER INFORMATION

NFPA and HMIS Ratings :



NFPA :

Health :	1
Flammability :	1
Instability :	0

HMIS :

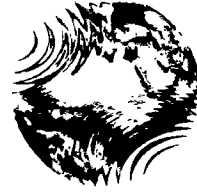
Health :	1
Flammability :	1
Physical Hazard :	0

This MSDS was prepared in accordance with the following :

ISO 11014-1: Material Safety Data Sheet for Chemical Products
ANSI Z400.1-2004; Material Safety Data Sheets - Preparation

Contact : Regulatory Affairs Manager: (912)-880-8014

The data in this Material Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained.



March 27, 2013

Cheryl Franckowiak
Exeter Township
4975 DeMoss Road
Reading, PA 19606

Subject: 2013 Polymer Contract

Dear Ms. Franckowiak,

Please find enclosed a performance bond, payment bond, worker's compensation affidavit, and certificate of insurance pertaining to the referenced contract. I have also included a Contact Sheet and Payment Instructions for your reference.

If you have any questions or require additional information, please do hesitate to contact me at (912) 880-8083 or polybiddpt@snfhc.com.

Sincerely,

Heather Radunske
Bids and Contracts Department

Enclosures



Contact Sheet

TO: Exeter Township
4975 DeMoss Road
Reading, PA 19606

Company Name: Polydyne Inc.
Contact: Lawrence D. Grizzle
Phone: (912) 880-2035
Fax: (912) 880-2078
Street Address: 1 Chemical Plant Road, Riceboro, GA 31323
Mailing Address: PO Box 279, Riceboro, GA 31323
Email: polybidpt@snfhc.com

Federal Tax ID #: 34-1810283

PAYMENT Remit To Address: PO Box 404642, Atlanta, GA 30384
Payment Terms: Net 30

Customer Service Contact: Haley Lundell ext. 8735
Phone Number (Toll Free): 1-800-272-3949
Phone Number: (912) 884-3366

Technical Sales Contact: Frank Capoccia
Phone Number: (570) 489-6210
Email: fcapooc@polydyneinc.com

If you have any questions regarding the information provided above, please do not hesitate to contact me at (912) 880-8083. Thank you.

Sincerely,

Heather Radunske
Bids and Contracts Department

POLYDYNE, INC.

Payment Instructions

Wire Transfer:

BANK OF AMERICA, N.A.
100 W. 33 St.
New York, NY 10001

PHONE: (646) 733-4766 or (646) 733-4765
FAX: (646) 733-4874

ABA: 026009593
061000052 (use this ABA for all ACH payments)

SWIFT: BofAUS3N (if remit is in US Dollars)
BofAUS6S (if remit is in Foreign Currency)

TELEX: 420831

IN FAVOR OF: POLYDYNE, INC.
RICEBORO, GA 31323 (USA)

ACCOUNT NUMBER: 3282509563

REMITTANCE CAN BE SENT BY **MAIL** TO: POLYDYNE, INC.
P. O. BOX 404642
Atlanta, GA 30384-4642

REMITTANCE CAN BE SENT BY **COURIER, FEDEX, UPS** or other service to: POLYDYNE, INC.
ONE CHEMICAL PLANT ROAD
RICEBORO, GA 31323 USA

Or:

POLYDYNE, INC.
LOCKBOX 404642
6000 FELDWOOD ROAD
COLLEGE PARK, GA 30349 USA

If you have questions, please contact Mark Schlag at (912) 884-3366 extension 8784, Stewart Rae extension 8761 or Kathy Keck extension 8766.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frenkel & Company 350 Hudson Street - 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID:
	INSURER(S) AFFORDING COVERAGE	
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER A: Charis Specialty Insurance Company NAIC # 26883	
	INSURER B: Commerce & Industry Insurance Company 19410	
	INSURER C: Hartford Insurance Company of Midwest 37478	
	INSURER D: National Union Fire Insurance Company of Pittsburgh PA 19445	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			EG14362834	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA4691818	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			13273528	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		N/A	10WNR30600	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 45 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER

Exeter Township
 4975 Demoss Road
 Reading, PA 19606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

© 1988-2010-ACORD-CORPORATION. All rights reserved.



**PERFORMANCE BOND
(With Corporate Surety)**

Bond No. 015039368

KNOW ALL MEN BY THESE PRESENTS, That we,

Polydyne Inc.,
One Chemical Plant Road, Riceboro, GA
(NAME AND ADDRESS OF CONTRACTOR)

as Principal and Liberty Mutual Insurance Company
(SURETY COMPANY)

a corporation incorporated under the laws of the State of Massachusetts as Surety
(NAME OF STATE)

are held and firmly bound unto Exeter Township In the full and just sum of
(NAME OF MUNICIPALITY)

Seventy Seven Thousand Two Hundred Fifty and Zero Cents (\$ 77,250.00) dollars
lawful money to the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contractor or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on March 20th, 2013
(DATE OF BOND)



Attest / Witness: Polydyne Inc.
CONTRACTOR

BY Lawrence D. Grizzle
TITLE: Lawrence D. Grizzle, Business Manager

TITLE: Mark Schlag, Vice-President



Attest / Witness: Liberty Mutual Insurance Company
SURETY COMPANY

Anthony M. Spina
TITLE: Anthony M. Spina, Attorney-In-Fact

TITLE: Cindy Li, Notary Public

CINDY LI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/12/2016

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5264658

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **FRANK P. COSTA, KENNETH C. HEGEL JR., ANTHONY M. SPINA, MICHAEL A. ROONEY,**

all of the city of JERSEY CITY, state of NEW JERSEY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 26th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2012.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or dual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets	Liabilities
Cash and Bank Deposits..... \$ 696,606,839	Unearned Premiums..... \$3,762,485,913
*Bonds — U.S Government..... 910,151,865	Reserve for Claims and Claims Expense..... 15,817,904,502
*Other Bonds..... 11,794,792,561	Funds Held Under Reinsurance Treaties..... 1,249,980,610
*Stocks..... 8,216,137,875	Reserve for Dividends to Policyholders..... 4,656,284
Real Estate..... 268,420,606	Additional Statutory Reserve..... 77,791,575
Agents' Balances or Uncollected Premiums..... 3,191,269,641	Reserve for Commissions, Taxes and Other Liabilities..... <u>2,885,589,205</u>
Accrued Interest and Rents..... 151,164,670	Total..... \$23,798,408,089
Other Admitted Assets..... <u>12,166,299,092</u>	Special Surplus Funds..... \$1,036,917,657
Total Admitted Assets..... \$37,394,843,149	Capital Stock..... 10,000,000
	Paid in Surplus..... 7,732,061,653
	Unassigned Surplus..... 4,817,455,750
	Surplus to Policyholders..... 13,596,435,060
	Total Liabilities and Surplus..... \$37,394,843,149



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

T. Mikolajewski

Assistant Secretary



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Polydyne Inc.,
One Chemical Plant Road, Riceboro, GA 31323

as PRINCIPAL and Liberty Mutual Insurance Company
a corporation incorporated under the laws of the State of Massachusetts as SURETY, are
held and firmly bond unto the Exeter Township, in the full and just sum of
Seventy Seven Thousand Two Hundred Fifty and Zero Cents (\$ 77,250.00)dollars, lawful money of the
United States of America, to be paid to the said Exeter Township or its assigns, to which
payment well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above
municipality hereinafter called Oblgee, bearing even date herewith, for the improvement of a
certain section of highway or bridge in said Municipality consisting of:

Liquid Polyacrylamide Emulsion Polymer

for approximately the sum of: Seventy Seven Thousand Two Hundred Fifty and Zero Cents (\$ 77,250.00) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden
PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be
due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all
material furnished or labor supplied or performed in the prosecution of the work, whether or not the
said for material or labor entered into and became component parts of the work and for rental of the
equipment used and services rendered by public utilities in, or in connection with the prosecution of
such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Oblgee herein
that any individual firm, partnership, association or corporation, which has performed labor or
furnished material in the prosecution of the work as provided, and any public utility which has not
been paid in full therefor, may sue in assumpsit on this Payment Bond in his, their, or its own name
and may prosecute the same to final for such sum or sums as may be justly due him, them or it, and
have execution thereon. Provided, however, that the Oblgee shall not be liable for the payment of
any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall
be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385,
approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part
hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or
in the work to be done or materials to be furnished or labor to be supplied or performed under it or
the giving by the Oblgee of any extension of time for the performance of the contract or any other
forebearance on the part of either the Oblgee or the Principal to the other, shall not in any way
release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension of
forebearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond
under seal this 20th day of March, 2013.



WITNESS:

Mark Schlag

TITLE: Mark Schlag, Vice-President

Polydyne Inc.

CONTRACTOR

BY: *Lawrence D. Grizzle*

TITLE: Lawrence D. Grizzle, Business Manager



WITNESS:

Cindy Li

TITLE: Cindy Li, Notary Public

CINDY LI

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/12/2016

Liberty Mutual Insurance Company

SURETY COMPANY

Anthony M. Spina

TITLE: Anthony M. Spina, Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5264659

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **FRANK R. COSTA, KENNETH C. HEGEL JR., ANTHONY M. SPINA, MICHAEL A. ROONEY,**

all of the city of JERSEY CITY, state of NEW JERSEY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of March, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON SS
COUNTY OF KING

On this 28th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of March, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or dual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets	Liabilities
Cash and Bank Deposits..... \$ 696,606,839	Unearned Premiums..... \$3,762,485,913
*Bonds — U.S Government..... 910,151,865	Reserve for Claims and Claims Expense..... 15,817,904,502
*Other Bonds..... 11,794,792,561	Funds Held Under Reinsurance Treaties..... 1,249,980,610
*Stocks..... 8,216,137,875	Reserve for Dividends to Policyholders..... 4,656,284
Real Estate..... 268,420,606	Additional Statutory Reserve..... 77,791,575
Agents' Balances or Uncollected Premiums..... 3,191,269,641	Reserve for Commissions, Taxes and Other Liabilities..... <u>2,885,589,205</u>
Accrued Interest and Rents..... 151,164,670	Total..... \$23,798,408,089
Other Admitted Assets..... <u>12,166,299,092</u>	Special Surplus Funds..... \$1,036,917,657
Total Admitted Assets..... <u>\$37,394,843,149</u>	Capital Stock..... 10,000,000
	Paid in Surplus..... 7,732,061,653
	Unassigned Surplus..... 4,817,455,750
	Surplus to Policyholders..... <u>13,596,435,060</u>
	Total Liabilities and Surplus..... <u>\$37,394,843,149</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

T. Mikolajewski

Assistant Secretary



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of GEORGIA

)
)
) ss:
)
)

County of LIBERTY

he has
being duly sworn according to law deposes and says that they have
~~KD6X~~

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with

has ~~has~~ ~~XX~~
its supplements and amendments, and ~~has~~ ~~XX~~ insured their liability thereunder in accordance with the terms of said
its

Act with Frenkel & Company Inc.
(SURETY COMPANY)

Polydyne Inc.

(TYPE OR PRINT) CONTRACTOR

BY

SIGNATURE

Mark Schlag, Vice-President

Sworn to and subscribed before me this 27th day of March A.D. 20 13.

SIGNATURE

Pamela J. McDermitt

Notary Public

My Commission Expires July 26, 2010 (DATE)

Exeter Township
Berks County, Pennsylvania
4975 DeMoss Road
Reading PA 19606
www.exetertownship.com



Office: 610-779-5660
Fax: 610-779-5950
Engineering: 610-779-5702
Fire Marshal: 610-779-4888
Parks & Rec.: 610-406-0263
Police: 610-779-1490
Treatment Plant: 610-582-8300

EXETER TOWNSHIP

May 6, 2015

Polydyne, Inc.
One Chemical Plant Road
P.O. Box 279
Riceboro, GA 31323

Re: 2013 - 2014 Polymer Contract
One Year Extension

Gentlemen:

At their meeting on March 23rd, The Board of Supervisors approved a one (1) year extension of the above referenced contract to provide Exeter Township with Polymer at a rate of \$1.03 per pound in the approximate yearly amount of \$77,250.00.

Please forward a current performance bond, payment bond and certificate of insurance to my attention at the address above.

Should you have any questions or require additional information, please contact Paul Herb at (610) 582-8300.

Sincerely,

A handwritten signature in black ink, appearing to read "Cheryl A. Franckowiak". The signature is fluid and cursive, with a long horizontal stroke at the end.

Cheryl A. Franckowiak
Zoning Officer

October 1, 2015

David Miller
Exeter Township
4975 DeMoss Road
Reading, PA 19606

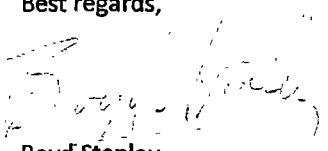
SUBJECT: Polymer Contract – One Year Extension, 2016 – 2017

Mr. Miller,

Polydyne Inc. is pleased to offer Exeter Township a one-year contract renewal for the purchase of Clarifloc NE-1745 polymer. Effective April 1, 2016, we would like to offer you \$0.98/Lb. delivered in 2300 Lb. totes. This price reflects a 5% price reduction from the current unit price, \$1.03/Lb., and would remain firm through March 31, 2017.


We thank you for your business and look forward to working with you for another year. If you have any questions regarding this proposal, please feel free to contact me at (912) 880-8013.

Best regards,




Boyd Stanley
Business Manager

file

 NPDES Compliance Inspection Report 4_2017

 Polymer Contract 2013 2014

 Polymer contract extension 2016 to 2017

 Polymer extension letter for 2015

 SLB Agreement of 5_8_2003 w C2

 Document