

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.

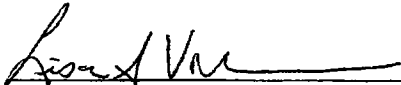
SECTION 9. TERM OF AGREEMENT. This Agreement shall be valid for a term of ten (10) years from the date of execution of the Agreement and may be terminated at the end of the initial ten (10) year term by giving the other party written notice of at least one hundred and eighty (180) days prior to the anniversary 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.

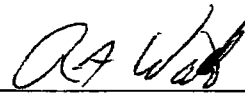
SECTION 11. SEVERABILITY. If any sentence, clause, section or part of this Agreement is, for any reason, found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts 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