

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: *J. Michael Poyner*
Chairman

ATTEST: *Karen A. Thorne*
Asst. Secretary

**Township of Exeter
Berks County, Pennsylvania**

BY: *Jack K. Buder*
Chairman

ATTEST: *Donna T. Conover* 12-23-96
Secretary

**Township of Alsace
Berks County, Pennsylvania**

BY: *Jeff Eweller*
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 Palmer, 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, 1998

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF BERKS

: ss.
:

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

NOTARIAL SEAL
CHARLOTTE L. MOORE, Notary Public
Reading, Berks County, PA
My Commission Expires 7-20-97

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
Alsace 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



EXETER TOWNSHIP

Berks County, Authority

Solicitor

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

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.



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.

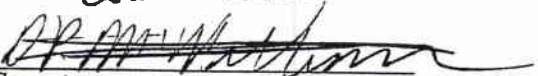
EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

BY: 
Chairman

ATTEST: 
Secretary


TOWNSHIP OF EXETER, BERKS COUNTY,
PENNSYLVANIA

BY: 
Chairman

Eva M. Wald
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