

AGREEMENT

THIS AGREEMENT, dated as of May 8.

2003, EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY, the TOWNSHIP OF EXETER, Berks County, Pennsylvania, party of the first part, on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY and THE BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania, parties of the second part, on the other hand.

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

Sewer System

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

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

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

ARTICLE III

Service Availability and Conditions

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

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

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

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

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

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

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

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

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

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

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

Million Gallons Per Day

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

Pounds Per Day

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

Sharing of Costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) continuously operate the same;

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

(d) comply with all present and future laws, rules, regulations, permits, orders, and requirements lawfully made by the Pennsylvania Department of Environmental Protection or any other governmental body having jurisdiction.

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

Section 5.08 The parties hereto agree that if, at any time, disputes shall arise between them concerning factual determinations under the terms of this Agreement, the matter of dispute shall be referred to three registered consulting engineers, one to be appointed by Exeter Authority and the Township, one to be appointed by St. Lawrence Authority and the Borough and the third to be agreed upon by the two appointees so selected; provided, however, that in the event such appointees cannot agree on the third arbitrator, the President Judge of the Court of Common Pleas of Berks County, Pennsylvania, shall appoint the third arbitrator. The decision or award of the majority of such arbitrators shall be final and binding upon the parties hereto, their respective successors and assigns. Each party hereto shall pay the costs of its own appointee and one-half of the costs of the third arbitrator.

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

Section 5.10 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

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

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

EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY

ATTEST:

Eva M. Wald
Secretary

By: L. J. Dreyer
Chairman

(SEAL)

TOWNSHIP OF EXETER, Berks County, Pennsylvania

ATTEST:

Floyd S. By
Secretary

By: Paul M. R.
Chairman of Board of Supervisors

(SEAL)

ST. LAWRENCE BOROUGH AUTHORITY

ATTEST:

M. K. Reichard
Secretary

By: Harold C. Wiegman MS
Chairman

(SEAL)

BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania

Attest

M. K. Reichard
Secretary

By: John P. Tecklenburg
Mayor

By: Warren P. ...
President of Counsel

(SEAL)

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

ITEM NO.	CONTRACT ONE - GENERAL CONSTRUCTION		TOTAL BID AMOUNT	EXPANSION %	ALTERATIONS %	EXPANSION \$	ALTERATIONS \$
	DESCRIPTION						
1	Erosion and Sediment Pollution Control Work, Complete		\$100,000.00	100	0	100,000	0
2	Demolition and Removal of Existing Facilities, Complete		\$100,000.00	100	0	100,000	0
3	Pavement and Site Work, Complete		\$175,000.00	100	0	175,000	0
4	Headworks Building, Complete		\$750,000.00	70	30	525,000	225,000
5	Operations Building, Complete		\$400,000.00	49.3	50.7	197,000	203,000
6	Garage, Complete		\$400,000.00	49.3	50.7	197,000	203,000
7	Primary Settling Tanks No. 1-4, Complete		\$1,800,000.00	100	0	1,800,000	0
8	Second Stage Aeration Tanks No. 1-3, Complete		\$3,285,000.00	100	0	3,285,000	0
9	Final Clarifiers No. 3,4 & Final Clarifier Pumping Station No. 2, Complete		\$1,200,000.00	100	0	1,200,000	0
10	Chlorine Contact Tanks, No. 5,6, Complete		\$500,000.00	100	0	500,000	0
11	Sludge Holding Tank, Complete		\$250,000.00	49.3	50.7	123,000	127,000
12	Metering Chamber No. 2, Complete		\$50,000.00	49.3	50.7	25,000	25,000
13	Primary Effluent Distribution Chamber, Complete		\$50,000.00	100	0	50,000	0
14	Final Clarifier Distribution Chamber, Complete		\$75,000.00	100	0	75,000	0
15	Aeration Distribution Chamber		\$50,000.00	100	0	50,000	0
16	Alteration to Exist. Metering Chamber No. 1, Complete		\$5,000.00	0	100	0	5,000
17	Alteration to Exist. Nitrification Aeration Tanks (First Stage Aeration Tanks), and Repairs to Existing Aeration Tanks, Complete		\$50,000.00	70	30	35,000	15,000
18	Alterations to Exist. Secondary Clarifier No. 3 to New Sludge Thickener, Complete		\$75,000.00	49.3	50.7	37,000	38,000
19	Alterations to Exist. Primary & Secondary Digesters & Exist. House (Primary Digester No. 1,2 and Control House), Complete		\$300,000.00	49.3	50.7	148,000	152,000
20	Alterations to Exist. Nitrification Clarifiers No. 1,2 and Exist. Nitrification Sludge Pump Station (Final Clarifiers No. 1,2 and Final Clarifier Pump Station No. 1), Complete		\$100,000.00	70	30	70,000	30,000
21	Alterations to Exist. Filter Building (Dewatering Building), Complete		\$750,000.00	49.3	50.7	370,000	380,000
22	Alterations to Exist. Plant Pumping Station, Complete		\$500,000.00	100	0	500,000	0
23	Alterations to Exist. Utility Building, Complete		\$20,000.00	100	0	20,000	0
24	Plant Outfall Sewer, Complete		\$75,000.00	100	0	75,000	0
25	Outside Piping, Complete		\$2,000,000.00	100	0	2,000,000	0
26	Process Monitoring and Control Systems, Complete		\$550,000.00	49.3	50.7	271,000	279,000
27	Allowance for Laboratory Tests		\$30,000.00	100	0	30,000	0
TOTAL AMOUNT OF BID (Sum of Item Nos. 1 through 27)			\$13,840,000.00			\$11,958,000	\$1,882,000
Overall Percentage						87.7%	12.3%

EXHIBIT C

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

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

Contract 2	-	\$304,441
Contract 3	-	596,000
Contract 4	-	<u>2,362,000</u>
		\$3,262,441

- Expansion - $\$3,262,441 \times .877^{(1)} = \$ 2,861,161$
- Alterations - $\$3,262,441 \times .123^{(1)} = \$ 401,280$

- **Project Related Costs**

• Design and Construction Phase Engineering Services		\$3,080,800
• Start Up, Training, O & M Manual		210,000
• Equipment Purchases		260,000
• Contingencies		<u>1,187,559</u>
		\$4,738,359

- Expansion - $\$4,738,359 \times .877^{(1)} = \$ 4,155,541$
- Alterations - $\$4,738,359 \times .123^{(1)} = \$ 582,818$

EXHIBIT C

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

- **Summary - Total Construction Related Costs - Wastewater Treatment Plant**

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

⁽¹⁾See Exhibit B

EXHIBIT D

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

- TOTAL CONSTRUCTION RELATED COSTS - ALTERATIONS TO THE WASTEWATER TREATMENT PLANT

Contract 1	\$1,682,000 ⁽¹⁾
Contracts 2, 3 & 4	401,280 ⁽²⁾
Project Related Costs	<u>582,818⁽²⁾</u>
TOTAL PROJECT COSTS	\$2,666,098

St. Lawrence flow in existing plant = 0.462 mgd

Total design plant flow = 7.1 mgd

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

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

⁽¹⁾See Exhibit B

⁽²⁾See Exhibit C

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

21-Dec-92

ITEM NO.	CONTRACT ONE - GENERAL CONSTRUCTION DESCRIPTION	Percentage (%)				Construction Costs (\$) - Contract One				
		Flow	BOD	SS	NH3-N	(1) Total	Flow	BOD	SS	NH3-N
1	Erosion and Sediment Pollution Control Work, Complete	30	30	30	10	100,000	30,000	30,000	30,000	10,000
2	Demolition and Removal of Existing Facilities, Complete	30	30	30	10	100,000	30,000	30,000	30,000	10,000
3	Pavement and Site Work, Complete	30	30	30	10	175,000	52,500	52,500	52,500	17,500
4	Headworks Building, Complete	35	35	20	10	525,000	183,800	183,700	105,000	52,500
5	Operations Building, Complete	30	30	30	10	197,000	59,100	59,100	59,100	19,700
6	Garage, Complete	35	30	30	5	197,000	68,900	59,100	59,100	9,900
7	Primary Settling Tanks No. 1-4, Complete	80	0	20	0	1,800,000	1,440,000	0	360,000	0
8	Second Stage Aeration Tanks No. 1-3, Complete	20	70	0	10	3,285,000	657,000	2,299,500	0	328,500
9	Final Clarifiers No. 3,4 & Final Clarifier Pumping Station No. 2, Complete	50	15	30	5	1,200,000	600,000	180,000	360,000	60,000
10	Chlorine Contact Tanks, No. 5,6, Complete	100	0	0	0	500,000	500,000	0	0	0
11	Sludge Holding Tank, Complete	0	35	60	5	123,000	0	43,100	73,800	6,100
12	Metering Chamber No. 2, Complete	100	0	0	0	25,000	25,000	0	0	0
13	Primary Effluent Distribution Chamber, Complete	45	25	25	5	50,000	22,500	12,500	12,500	2,500
14	Final Clarifier Distribution Chamber, Complete	45	25	25	5	75,000	33,800	18,800	18,800	3,600
15	Aeration Distribution Chamber	45	25	25	5	50,000	22,500	12,500	12,500	2,500
16	Alteration to Exist. Metering Chamber No. 1, Complete	0	0	0	0	0	0	0	0	0
17	Alteration to Exist. Nitrification Aeration Tanks (First Stage Aeration Tanks), and Repairs to Existing Aeration Tanks, Complete	20	70	0	10	35,000	7,000	24,500	0	3,500
18	Alterations to Exist. Secondary Clarifier No. 3 to New Sludge Thickener, Complete	0	35	60	5	37,000	0	13,000	22,200	1,800
19	Alterations to Exist. Primary & Secondary Digesters & Exist. House (Primary Digester No. 1,2 and Control House), Complete	0	35	60	5	148,000	0	51,800	88,800	7,400
20	Alterations to Exist. Nitrification Clarifiers No. 1,2 and Exist. Nitrification Sludge Pump Station (Final Clarifiers No. 1,2 and Final Clarifier Pump Station No. 1), Complete	50	15	30	5	70,000	35,000	10,500	21,000	3,500
21	Alterations to Exist. Filter Building (Dewatering Building), Complete	0	35	60	5	370,000	0	129,500	222,000	18,500
22	Alterations to Exist. Plant Pumping Station, Complete	100	0	0	0	500,000	500,000	0	0	0
23	Alterations to Exist. Utility Building, Complete	35	30	30	5	20,000	7,000	6,000	6,000	1,000
24	Plant Outfall Sewer, Complete	100	0	0	0	75,000	75,000	0	0	0
25	Outside Piping, Complete	45	25	25	5	2,000,000	900,000	500,000	500,000	100,000
26	Process Monitoring and Control Systems, Complete	35	30	30	5	271,000	94,900	81,300	81,300	13,500
27	Allowance for Laboratory Tests	35	30	30	5	30,000	10,500	9,000	9,000	1,500
TOTAL CONTRACT ONE						\$11,956,000	\$5,354,500	\$3,806,400	\$2,123,600	\$673,500
Percent of Total						-----	44.8%	31.8%	17.8%	5.6%
(2) Contracts 2, 3, and 4						\$2,861,161	\$1,281,800	\$909,849	\$509,287	\$160,225
(2) Project Related Costs						\$4,155,541	\$1,861,682	\$1,321,482	\$739,686	\$232,711
TOTAL CONSTRUCTION RELATED COSTS						\$18,974,702	\$8,497,982	\$6,037,711	\$3,372,573	\$1,066,436

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

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

Cost Breakdown:
 Flow \$2,426 / 1,000 gal
 BOD \$96,603 / 100 lbs
 SS \$51,490 / 100 lbs
 NH3-N \$172,006 / 100 lbs

EXHIBIT E

WASTEWATER TREATMENT PLANT EXPANSION CONSTRUCTION RELATED COST ALLOCATIONS (Continued)

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

EXHIBIT F

ANTIETAM INTERCEPTOR - ST. LAWRENCE SHARE

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

EXHIBIT G

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

• Construction Related Costs		
• Alterations to the Wastewater Treatment Plant	\$	173,563 ⁽¹⁾
• Additional Loading Capacity	\$	586,649 ⁽²⁾
• Antietam Interceptor Capacity	\$	<u>108,099⁽³⁾</u>
Total Construction Related Costs	\$	868,311
• St. Lawrence's Capital Contribution	\$	641,250
• St. Lawrence's Net Total of the Construction Related Costs	\$	227,061

⁽¹⁾See Exhibit D

⁽²⁾See Exhibit E

⁽³⁾See Exhibit F

EXHIBIT H

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

- **Financing Costs**

- Original Issue Discount \$344,631
- Issuance Costs and Miscellaneous 923,365
- \$1,267,996

- Construction Related Costs (excluding financing costs)

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

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

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

- St. Lawrence's Financing Costs

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

⁽¹⁾See Exhibit G

EXHIBIT I

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

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

⁽¹⁾See Exhibit G

⁽²⁾See Exhibit H

Exhibit I (continued)
St Lawrence Debt Service Agreement

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

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

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

Debt to Be Amortized: \$238,183.00

Semiannual Payment: \$8,841.08

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
20-May, 93	1,393.98	6.253%	7,447.10	8,841.08	
20-Nov, 93	1,437.56	6.253%	7,403.51	8,841.08	17,682.15
20-May, 94	1,482.51	6.253%	7,358.57	8,841.08	
20-Nov, 94	1,528.86	6.253%	7,312.21	8,841.08	17,682.15
20-May, 95	1,578.66	6.253%	7,264.41	8,841.08	
20-Nov, 95	1,625.96	6.253%	7,215.11	8,841.08	17,682.15
20-May, 96	1,676.80	6.253%	7,164.28	8,841.08	
20-Nov, 96	1,729.23	6.253%	7,111.85	8,841.08	17,682.15
20-May, 97	1,783.29	6.253%	7,057.78	8,841.08	

Bonds Refinanced

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

Semiannual Payment: \$7,962.65

20-Nov, 97	2,160.15	5.182%	5,802.50	7,962.65	16,803.73
20-May, 98	2,216.12	5.182%	5,746.53	7,962.65	
20-Nov, 98	2,273.54	5.182%	5,689.11	7,962.65	15,925.30
20-May, 99	2,332.45	5.182%	5,630.20	7,962.65	
20-Nov, 99	2,392.88	5.182%	5,569.77	7,962.65	15,925.30
20-May, 2000	2,454.88	5.182%	5,507.77	7,962.65	
20-Nov, 2000	2,518.49	5.182%	5,444.16	7,962.65	15,925.30
20-May, 2001	2,583.74	5.182%	5,378.91	7,962.65	
20-Nov, 2001	2,650.69	5.182%	5,311.96	7,962.65	15,925.30
20-May, 2002	2,719.37	5.182%	5,243.28	7,962.65	
20-Nov, 2002	2,789.83	5.182%	5,172.82	7,962.65	15,925.30
20-May, 2003	2,862.11	5.182%	5,100.54	7,962.65	
20-Nov, 2003	2,936.27	5.182%	5,026.38	7,962.65	15,925.30
20-May, 2004	3,012.35	5.182%	4,950.30	7,962.65	
20-Nov, 2004	3,090.40	5.182%	4,872.25	7,962.65	15,925.30
20-May, 2005	3,170.47	5.182%	4,792.18	7,962.65	
20-Nov, 2005	3,252.62	5.182%	4,710.03	7,962.65	15,925.30
20-May, 2006	3,336.89	5.182%	4,625.76	7,962.65	
20-Nov, 2006	3,423.35	5.182%	4,539.30	7,962.65	15,925.30
20-May, 2007	3,512.05	5.182%	4,450.60	7,962.65	
20-Nov, 2007	3,603.05	5.182%	4,359.60	7,962.65	15,925.30
20-May, 2008	3,696.40	5.182%	4,266.25	7,962.65	
20-Nov, 2008	3,792.18	5.182%	4,170.47	7,962.65	15,925.30
20-May, 2009	3,890.43	5.182%	4,072.22	7,962.65	
20-Nov, 2009	3,991.23	5.182%	3,971.42	7,962.65	15,925.30
20-May, 2010	4,094.64	5.182%	3,868.01	7,962.65	
20-Nov, 2010	4,200.74	5.182%	3,761.91	7,962.65	15,925.30
20-May, 2011	4,309.58	5.182%	3,653.07	7,962.65	
20-Nov, 2011	4,421.24	5.182%	3,541.41	7,962.65	15,925.30
20-May, 2012	4,535.79	5.182%	3,426.86	7,962.65	
20-Nov, 2012	4,653.32	5.182%	3,309.33	7,962.65	15,925.30
20-May, 2013	4,773.88	5.182%	3,188.77	7,962.65	
20-Nov, 2013	4,897.57	5.182%	3,065.08	7,962.65	15,925.30
20-May, 2014	5,024.47	5.182%	2,938.18	7,962.65	
20-Nov, 2014	5,154.65	5.182%	2,808.00	7,962.65	15,925.30
20-May, 2015	5,288.21	5.182%	1 2,674.44	7,962.65	

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

20-Nov, 2015	5,425.23	5.182%	2,537.42	7,962.65	15,925.30
20-May, 2016	5,565.80	5.182%	2,396.85	7,962.65	
20-Nov, 2016	5,710.01	5.182%	2,252.64	7,962.65	15,925.30
20-May, 2017	5,857.95	5.182%	2,104.70	7,962.65	
20-Nov, 2017	6,009.73	5.182%	1,952.92	7,962.65	15,925.30
20-May, 2018	6,165.44	5.182%	1,797.21	7,962.65	
20-Nov, 2018	6,325.19	5.182%	1,637.46	7,962.65	15,925.30
20-May, 2019	6,489.08	5.182%	1,473.57	7,962.65	
20-Nov, 2019	6,657.21	5.182%	1,305.44	7,962.65	15,925.30
20-May, 2020	6,829.70	5.182%	1,132.95	7,962.65	
20-Nov, 2020	7,006.65	5.182%	956.00	7,962.65	15,925.30
20-May, 2021	7,188.20	5.182%	774.45	7,962.65	
20-Nov, 2021	7,374.44	5.182%	588.21	7,962.65	15,925.30
20-May, 2022	7,565.51	5.182%	397.14	7,962.65	
20-Nov, 2022	7,761.98	5.182%	201.11	7,963.09	15,925.30

Exeter Township
4975 DeMoss Road
Reading, PA 19606

Phone:
(610) 779-5660

Fax:
(610) 779-5950

FAX COMMUNICATION

DATE: April 23, 2003

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

FROM: Troy S. Bingaman

SUBJECT: Debt Service Schedule

Number of Pages Including Cover 3

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

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

Debt To Be Amortized: \$238,183.00

Semiannual Payment: \$8,841.06

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
20-May, 93	1,393.96	6.253%	7,447.10	8,841.06	
20-Nov, 93	1,437.56	6.253%	7,403.5*	8,841.06	17,682.15
20-May, 94	1,482.51	6.253%	7,358.57	8,841.06	
20-Nov, 94	1,528.86	6.253%	7,312.2*	8,841.06	17,682.15
20-May, 95	1,576.86	6.253%	7,264.4*	8,841.06	
20-Nov, 95	1,625.96	6.253%	7,215.11	8,841.06	17,682.15
20-May, 96	1,676.80	6.253%	7,164.26	8,841.06	
20-Nov, 96	1,729.23	6.253%	7,111.65	8,841.06	17,682.15
20-May, 97	1,783.29	6.253%	7,057.72	8,841.06	
Bonds Refinanced					
20-Nov, 97	2,160.15	5.182%	5,802.50	7,962.65	16,603.73
20-May, 98	2,216.12	5.182%	5,746.53	7,962.65	
20-Nov, 98	2,273.54	5.182%	5,689.11	7,962.65	15,925.30
20-May, 99	2,332.45	5.182%	5,630.20	7,962.65	
20-Nov, 99	2,392.83	5.182%	5,569.77	7,962.65	15,925.30
20-May, 2000	2,454.88	5.182%	5,507.77	7,962.65	
20-Nov, 2000	2,518.49	5.182%	5,444.16	7,962.65	15,925.30
20-May, 2001	2,583.74	5.182%	5,378.91	7,962.65	
20-Nov, 2001	2,650.69	5.182%	5,311.96	7,962.65	15,925.30
20-May, 2002	2,719.37	5.182%	5,243.28	7,962.65	
20-Nov, 2002	2,789.83	5.182%	5,172.82	7,962.65	15,925.30
20-May, 2003	2,862.11	5.182%	5,100.54	7,962.65	
20-Nov, 2003	2,936.27	5.182%	5,026.38	7,962.65	15,925.30
20-May, 2004	3,012.35	5.182%	4,950.30	7,962.65	
20-Nov, 2004	3,090.40	5.182%	4,872.25	7,962.65	15,925.30
20-May, 2005	3,170.47	5.182%	4,792.18	7,962.65	
20-Nov, 2005	3,252.62	5.182%	4,710.03	7,962.65	15,925.30
20-May, 2006	3,336.89	5.182%	4,625.76	7,962.65	
20-Nov, 2006	3,423.35	5.182%	4,539.30	7,962.65	15,925.30
20-May, 2007	3,512.05	5.182%	4,450.60	7,962.65	
20-Nov, 2007	3,603.05	5.182%	4,359.60	7,962.65	15,925.30
20-May, 2008	3,696.40	5.182%	4,266.25	7,962.65	
20-Nov, 2008	3,792.18	5.182%	4,170.47	7,962.65	15,925.30
20-May, 2009	3,890.43	5.182%	4,072.22	7,962.65	
20-Nov, 2009	3,991.23	5.182%	3,971.42	7,962.65	15,925.30
20-May, 2010	4,094.54	5.182%	3,868.01	7,962.65	
20-Nov, 2010	4,200.74	5.182%	3,761.91	7,962.65	15,925.30
20-May, 2011	4,309.58	5.182%	3,653.07	7,962.65	
20-Nov, 2011	4,421.24	5.182%	3,541.41	7,962.65	15,925.30
20-May, 2012	4,535.79	5.182%	3,426.86	7,962.65	
20-Nov, 2012	4,653.32	5.182%	3,309.33	7,962.65	15,925.30
20-May, 2013	4,773.89	5.182%	3,198.77	7,962.65	
20-Nov, 2013	4,897.57	5.182%	3,065.08	7,962.65	15,925.30
20-May, 2014	5,024.47	5.182%	2,938.18	7,962.65	
20-Nov, 2014	5,154.65	5.182%	2,809.00	7,962.65	15,925.30
20-May, 2015	5,288.21	5.182%	2,674.44	7,962.65	
20-Nov, 2015	5,425.23	5.182%	2,537.42	7,962.65	15,925.30
20-May, 2016	5,565.80	5.182%	2,398.85	7,962.65	
20-Nov, 2016	5,710.01	5.182%	2,252.64	7,962.65	15,925.30

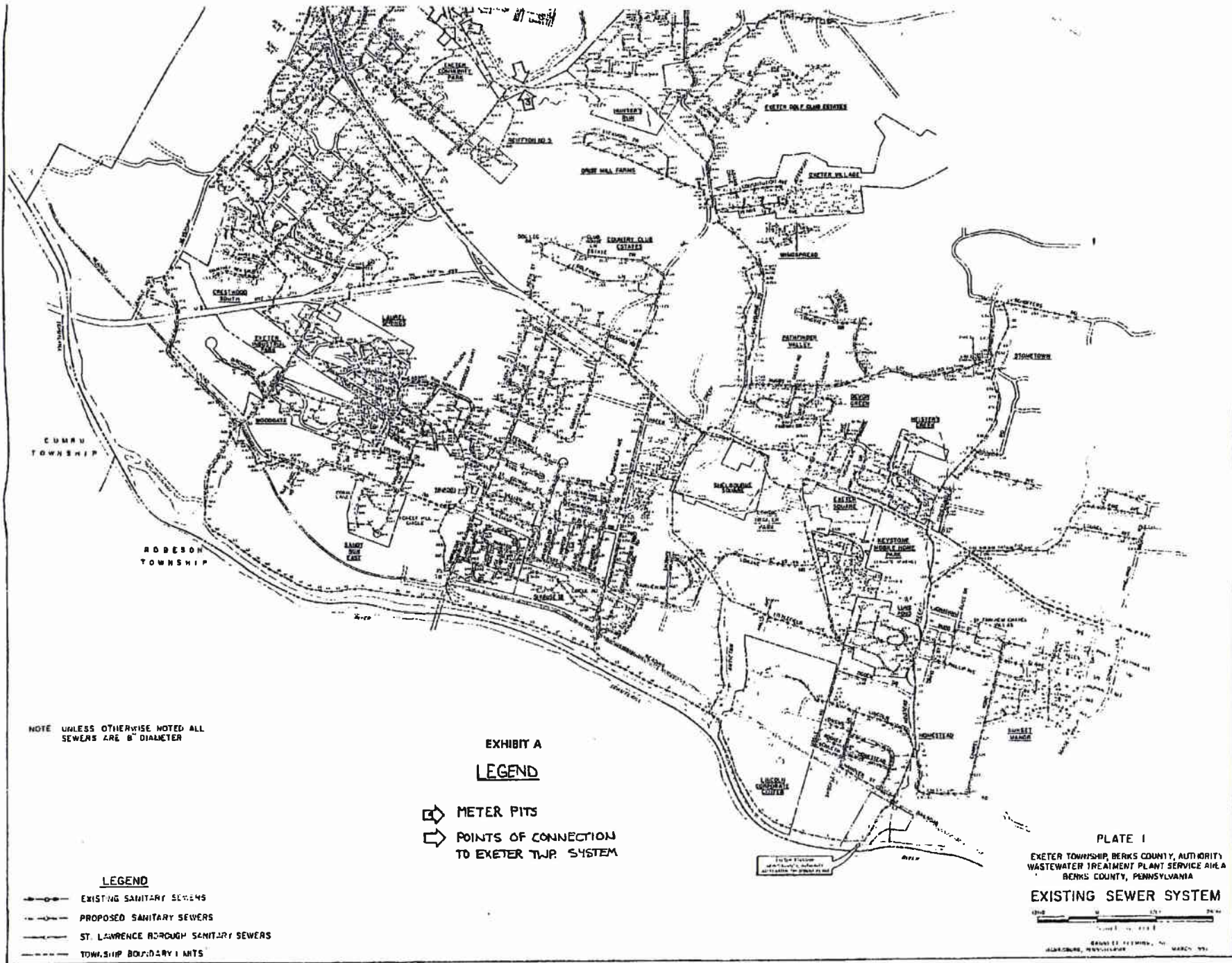
EXHIBIT I (continued)

St. Lawrence Debt Service Agreement

Debt To Be Amortized: \$238,183.00

Semiannual Payment: \$8,841.08

Date	Principal	Rate	Interest	Total Payment	Balance
20-May, 2017	5,957.95	5.182%	2,104.70	7,962.65	
20-Nov, 2017	6,009.73	5.182%	1,952.92	7,962.65	15,925.30
20-May, 2018	6,165.44	5.182%	1,797.21	7,962.65	
20-Nov, 2018	6,325.19	5.182%	1,637.46	7,962.65	15,925.30
20-May, 2019	6,489.08	5.182%	1,473.57	7,962.65	
20-Nov, 2019	6,657.21	5.182%	1,305.44	7,962.65	15,925.30
20-May, 2020	6,829.70	5.182%	1,132.95	7,962.65	
20-Nov, 2020	7,006.65	5.182%	956.00	7,962.65	15,925.30
20-May, 2021	7,188.20	5.182%	774.45	7,962.65	
20-Nov, 2021	7,374.44	5.182%	588.21	7,962.65	15,925.30
20-May, 2022	7,565.51	5.182%	397.14	7,962.65	
20-Nov, 2022	7,761.98	5.182%	201.11	7,963.09	15,925.30



NOTE UNLESS OTHERWISE NOTED ALL SEWERS ARE 8" DIAMETER

EXHIBIT A
LEGEND

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

LEGEND

- EXISTING SANITARY SEWERS
- PROPOSED SANITARY SEWERS
- ST. LAWRENCE BOROUGH SANITARY SEWERS
- - - - TOWNSHIP BOUNDARY LINES

PLATE I
EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY
WASTEWATER TREATMENT PLANT SERVICE AREA
BERKS COUNTY, PENNSYLVANIA
EXISTING SEWER SYSTEM



BRUNNEN ENGINEERS, INC.
HARRISBURG, PENNSYLVANIA MARCH, 1971

