

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 228 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.

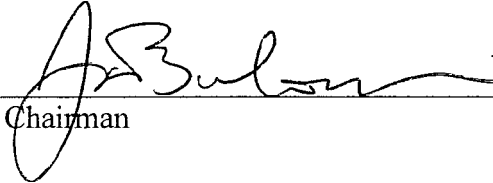
3. Alsace hereby represents and warrants that:
 - a. There is sufficient capacity in that portion of the sewer system located within Alsace's geographic boundary for the increased gpd flow as set forth above;
 - b. Alsace shall timely respond to the annual Chapter 94 questionnaires (or similar document)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

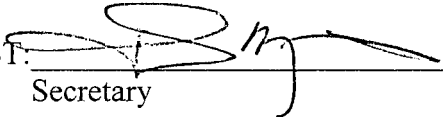
- c. Alsace has enacted and will continue to keep in full force and effect an ordinance or ordinances that require compliance with Exeter's ordinances concerning the Exeter Sewer System; and
 - d. Alsace owns and maintains the sewer line in and under Spies Church Road.
4. All other terms and conditions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

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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 28th day of OCTOBER, 2014.

TOWNSHIP OF EXETER, BERKS COUNTY,
PENNSYLVANIA,

BY: 
Chairman

ATTEST: 
Secretary

TOWNSHIP OF ALSACE, BERKS COUNTY
PENNSYLVANIA

BY: 
Chairman
PHILIP KLINE

ATTEST: 
Secretary
MARY ANNE FIELD