


**Application of Pennsylvania-American Water Company for Acquisition of  
the Water Assets of the Steelton Borough Authority  
66 Pa. C.S. § 1329  
Application Filing Checklist – Water/Wastewater  
Docket No. A-2019-\_\_\_\_\_**

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

**RESPONSE:**

- f. Yes. All agreements identified in Schedule 4.15 of the APA are enclosed. As part of the Transaction, certain agreements will be assigned to PAWC at closing.

	<b>HACH SERVICE PARTNERSHIP</b> <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	Page : 1 of 5 Partnership Number : HACH424271 WebSite: <a href="http://www.hach.com">www.hach.com</a>	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693  <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593




**Partnership Number :** HACH424271      **Version :** 0.18  
**Hach Company Contact :** Raycraft, Miranda E      **Service Partnership Phone :**      **Service Partnership Email :** mraycraft@hach.com  
**Customer Ref :** Verbal Per Mark Handley      **Customer Contact :** HANDLEY, MARK  
**Customer Phone :** 939-0425      **Customer Fax :**      **Customer Email :** steeltonwater@steeltonpa.com

**Bill-To Account # 020510**

**Ship-To Account # 020510**

Customer Name	BOROUGH OF STEELTON	Customer Name	BOROUGH OF STEELTON	Payment Terms:	Net 30
Address4		Address4	WATER DEPT	Billing Method:	Annual-Invoices on START Date
Address1	123 N FRONT ST	Address1	CHRISTIAN & CONESTOGA STS	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	STEELTON-PA-17113	City,State, Postalcode	STEELTON-PA-17113		
Province/Country	US	Province/Country	US		

Line	Service Name	Start Date	End Date	Description/Serial Number	Line Total
1	FSPCL17	01-OCT-18	30-SEP-19	Fld Svc-2V CL17 CI(current) Field Service includes all parts, labor, and travel for on-site repairs, two preventative maintenance visits per year (including required parts), unlimited technical support calls, and free firmware updates. CL17 FINAL ASSEMBLY W/KITS ; 051100014206 CL17 FINAL ASSEMBLY W/KITS ; 081100301868	2,314.00
1.1	5440000				
1.2	5440000				
2	FSP1720E	01-OCT-18	30-SEP-19	Fld Svc-4V 1720E Turb Sensor Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site callbratons per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for	4,374.00

	<b>HACH SERVICE PARTNERSHIP</b> <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	Page : 2 of 5 Partnership Number : HACH424271 WebSite: <a href="http://www.hach.com">www.hach.com</a>	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693  <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

				additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements. 1720E LR TURBIDITY SENSOR, HACH ; 041200006065 1720E LR TURBIDITY SENSOR, HACH ; 041200006070 1720E LR TURBIDITY SENSOR, HACH ; 041200006075 1720E LR TURBIDITY SENSOR, HACH ; 041200006078 1720E LR TURBIDITY SENSOR, HACH ; 130208217050 1720E LR TURBIDITY SENSOR, HACH ; 140800499524		
3	PMP-SS6-2V		01-OCT-18	30-SEP-19	PMP-SURFACE SCATTER 6 TURB-2V (FRV 2 oo SS6 TURBIDIMETER FINAL ASSY ; 4500022	754.00
	3.1	4500010				
4	PMP-GLPHORP-1V		01-OCT-18	30-SEP-19	PMP-GLI pH ORP PROBE-1V (FRV 1) Digital pH Sensor, PEEK, Convertible ; 1402442332 Digital pH Sensor, PEEK, Convertible ; 1402442344 Digital pH Sensor, PEEK, Insertion ; 1408448991	828.00
	4.1	DPD1P1				
	4.2	DPD1P1				
	4.3	DPD2P1				
5	FSP2100N		01-OCT-18	30-SEP-19	Fld Svc-1V 2100N Turb oo 2100N LAB TURB, EPA 1821 ; 11120C028373	400.00
	5.1	4700000				
6	FSPSC200		01-OCT-18	30-SEP-19	Fld Svc-1V SC200 Controller sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1407C0109028 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1407C0098686 sc200 CONTROLLER, AC-DC, DIG, HACH ; 1312C0099460 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1312C0098791 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1504C0125678 sc200 CONTROLLER, AC-DC, 2 DIG, HACH ; 1711C0162772	1,440.00
	6.1	LXV404.99.00552				
	6.2	LXV404.99.00552				
	6.3	LXV404.99.00502				
	6.4	LXV404.99.00552				
	6.5	LXV404.99.00552				
	6.6	LXV404.99.00552				

Sub Total : 10,110.00  
 Tax: 0.00  
 Total : 10,110.00

**Partnership Notes :**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of



**HACH SERVICE PARTNERSHIP**

**Headquarters**  
 P.O. Box 389  
 5600 Lindbergh Drive  
 Loveland, CO 80539-0389

**Purchase Orders**

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WebSite: [www.hach.com](http://www.hach.com)

**Remittance**  
 2207 Collections Center Dr  
 Chicago, IL 60693

**Wire Transfers**  
 Bank of America  
 231 S. LaSalle St.  
 Chicago, IL 60604  
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**Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract**

**Customer Name : BOROUGH OF STEELTON**

**Customer P.O. Number : \_\_\_\_\_**

**Customer Reference Number : \_\_\_\_\_**

**TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES**

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products")

**1. APPLICABLE TERMS & CONDITIONS:**

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

**2. CANCELLATION:**

Buyer may cancel goods orders subject to fair charges for Hach's expense including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

**3. DELIVERY:**

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

**4. INSPECTION:**

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

**5. PRICES & ORDER SIZES:**


All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

**6. PAYMENTS:**

All payments must be made in U.S. dollars. For internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

**7. LIMITED WARRANTY:**

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have limited its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

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**8. INDEMNIFICATION:**

Indemnification applies to a party and to such party's successors-in-interest, assigns, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

**9. PATENT PROTECTION:**

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for and use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (promoted for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

**10. TRADEMARKS AND OTHER LABELS:**

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks or nameplates or cast, molded or machined components.

**11. SOFTWARE:**

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

**12. PROPRIETARY INFORMATION; PRIVACY:**

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/yourprivacy>.

**13. CHANGES AND ADDITIONAL CHARGES:**

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

**14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:**

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

**15. LIMITATIONS ON USE:**

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

**16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:**

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitutes or has the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") or relation to this Contract. See <http://www.hach.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

**17. FORCE MAJEURE:**

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

**18. NON ASSIGNMENT AND WAIVER:**

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389  <i>Purchase Orders</i>	<i>WebSite:</i> <a href="http://www.hach.com">www.hach.com</a>

**19. LIMITATION OF LIABILITY:**

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

**20. APPLICABLE LAW AND DISPUTE RESOLUTION:**

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

**21. ENTIRE AGREEMENT & MODIFICATION:**

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.



# Platinum Service Agreement

**Purchaser:** Steelton Boro Water Plant  
230 Christian St  
Steelton, PA 17113

Hereinafter referred to as "Purchaser", "you", and "your".

**By:** ThyssenKrupp Elevator Corporation  
56 Grumbacher Rd Ste B  
York, PA 17402  
Phone: 717-767-5600  
Fax: 866-785-6085  
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## PLATINUM SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

**Equipment To Be Maintained**

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
WATER FILTRATION PLANT	230 Christian St	Thyssen	Hydraulic	Water Plant	3

ThyssenKrupp Elevator Americas





# Platinum Service Agreement

## **Preventative Maintenance Program**

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 7:30 AM to 4:00 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - o Control and landing positioning systems
  - o Signal fixtures
  - o Machines, drives, motors, governors, sheaves, and wire ropes
  - o Power units, pumps, valves, and jacks
  - o Car and hoistway door operating devices and door protection equipment
  - o Loadweighers, car frames and platforms, and counterweights
  - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

## **Full Coverage Parts Repair and Replacement**

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

## **Maintenance Control Program**

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP), ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## **Quality Assurance**

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

## Platinum Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

### Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

### Overtime Service Requests

On all overtime service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. Overtime service requests are performed before or after normal business working days and hours.

### Service History Website:

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

### ThyssenKrupp Communications@ (Check box if included)

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ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Through its centralized ThyssenKrupp Communications call center, ThyssenKrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser after normal business working days and hours to the local ThyssenKrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, ThyssenKrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth in Section 2 below; Local Emergency Services at phone numbers provided by Purchaser in Section 3 below; and/or a local ThyssenKrupp Elevator service technician to be dispatched to the location of the equipment.

Purchaser hereby acknowledges that as a condition precedent to ThyssenKrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete Sections 1 and 2 below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise ThyssenKrupp Elevator immediately in writing of any changes to the information contained in those two (2) sections during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without ThyssenKrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where ThyssenKrupp Elevator is unable to reach Purchaser's Designated Contacts set forth in Section 2 below, Purchaser hereby gives ThyssenKrupp Elevator express permission to dispatch a ThyssenKrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser further agrees that ThyssenKrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event that a ThyssenKrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives ThyssenKrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided by the Purchaser in Section 3 below at ThyssenKrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that ThyssenKrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

None of the services described anywhere in this Agreement includes maintenance of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains possession and control of its telephone and other communication equipment and is responsible for ensuring uninterrupted operation of that equipment so that it is capable of placing a call to ThyssenKrupp Communication's call center.

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**ThyssenKrupp Communications Contact Information - To Be Completed by Purchaser**

**Section 1, Elevator Detail:**

Total number of elevators in Building : \_\_\_\_\_

Elevator #	Elevator Telephone Number including Area Code		Elevator #	Elevator Telephone Number including Area Code

**Section 2, Purchaser Designated Contacts:**

In the event of an emergency, or perceived emergency affecting the equipment covered by this Agreement, the Purchaser designates the following as its decision-making contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1				
2				
3				

**Section 3, Local Emergency Services Contact Information:**

Phone # for Local Police Department: (     )     -     \_\_\_\_\_  
 Phone # for Local Fire Department: (     )     -     \_\_\_\_\_

**Section 4, Purchaser's Special Instructions:**

The following are special instructions provided by Purchasers with respect to the information supplied above:

**Periodic Safety Testing (Check box if included)**

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

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## Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

## Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

## Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp

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Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

### Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

### Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

### Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make

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necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

### Price.

The price for the services as stated in this agreement shall be Two Hundred Dollars (\$200.00) per month, excluding taxes, payable Quarterly in advance.

### Term

This agreement is effective for Sixty (60) month(s) starting upon acceptance and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

### Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

### Early Payment Discount

You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment

## Platinum Service Agreement

entitles you to a 3% discount from the annual price in effect at the time of payment.

### **Overdue Invoices**

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

### **Special Considerations**

No Special Considerations.




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## Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Steelton Boro Water Plant:	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative)  Marisa Donecker Service Sales Representative marisa.donecker@thyssenkrupp.com  _____ (Date Submitted)	By:  (Signature of Authorized Individual)  Douglas E. Brown (Print or Type Name)  Secretary (Print or Type Title)  3-14-2016 (Date of Approval)	By: _____ (Signature of Authorized Individual)  Dave Wade Branch Manager  _____ (Date of Approval)

approved by unanimous vote at 3/14/2016 authority meeting

# ThyssenKrupp Elevator

Americas Business Unit

Construction Department



## FINAL ACCEPTANCE

**ELEVATOR ACCOUNT MUST BE PAID UP TO 90% BEFORE TURNOVER!**

This form is to be completed when the elevator(s) are completed. This form must be completed and presented to the Owner or Owner's Authorized Representative for their signature.

TO: THYSSENKRUPP ELEVATOR 56 B GRUMBACHER RD. YORK, PA 17406		DATE: <u>2-18-16</u>
BUILDING NAME: <u>Steelton Water</u>		
STREET ADDRESS: <u>230 Christian St</u>		
CITY, STATE, ZIP: <u>Steelton Pa. 17113</u>		
BUILDING ELEVATOR ID # <u>Flr # 1</u>	TKE CONSTRUCTION CONTRACT #	TKE SERIAL #
<b>KEYS RECEIVED &amp; KEY NUMBER(S)</b>		
INDEPENDENT SERVICE: <u>N/A</u>	PROTECTION PADS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
FAN & LIGHT: <u>2 - EX 511</u>	HOISTWAY DOOR: <u>N/A</u>	
FIRE SERVICE: <u>2 - EX 515</u>	STOP SWITCH: <u>N/A</u>	
	OTHER: <u>Rear Hall Call 2 - EX 513</u>	
<p>Gentlemen, We have examined the above listed elevator(s) furnished and completed by you in the above building under the terms of our contract. The equipment as installed appears to be satisfactory and in accordance with the contract and we hereby accept it under the terms and guarantees of said contract, and acknowledge receipt of all keys as shown above.</p>		
ACCEPTED BY:		PURCHASER: <u>Steelton Resort</u>
<input checked="" type="checkbox"/> OWNER/ARCH.		
BY: <u>Mark Handley</u>	BY: <u>Doug Brown</u>	
PRINT <u>Mark R. Handley</u>	PRINT <u>[Signature]</u>	
SIGNATURE	SIGNATURE	
<u>2-18-16</u>	<u>2-18-16</u>	
DATE	DATE	
THYSSENKRUPP REPRESENTATIVE: <u>[Signature]</u>	SIGNATURE	
<b>NIM ROUTE PLANNING -- OFFICE USE ONLY</b>		
NIM CONTRACT NUMBER: _____		
ROUTE # _____	NIM START DATE: _____	
TITLE: _____	NIM EXPIRATION DATE: _____	
EXAMS PER YEAR: _____	HOURS PER VISIT: _____	



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this "Memorandum") is entered into on the dates shown below by and between the **STEELTON BOROUGH AUTHORITY**, a municipal authority with an office at 123 North Front Street, Steelton, PA 17113 (the "Authority") and **UGI ENERGY SERVICES, LLC**, a Pennsylvania limited liability company, with an office at One Meridian Blvd, Wyomissing, PA 19610 ("UGIES").

### RECITALS:

**A. WHEREAS**, UGIES has an existing Liquefied Petroleum Gas (LPG) facility (the "LPG Facility") and a currently-under construction Liquefied Natural Gas (LNG) facility (the "LNG Facility") located at a site (the "Site") along West Franklin Street, partially in Swatara Township and partially within the Borough of Steelton, Dauphin County; and

**B. WHEREAS**, the LPG Facility is currently served by a 6-inch water main owned by the Authority; and

**C. WHEREAS**, UGIES is exploring options for additional water service for the LPG Facility and new water service for the LNG Facility, which facility is scheduled for completion by mid-September 2017, for fire protection; and

**D. WHEREAS**, UGIES anticipates the following fire service demands for the Site:

(a) 2000 GPM @ 75 PSI for a minimum duration of two hours to service the LNG Site Control Valve Vault and the LPG Site Control Valve Vault ("Phase I"); and

(b) an as yet to be determined requirement of up to fourteen thousand (14,000) GPM to serve the LPG facility ("Phase II"); and

**E. WHEREAS**, preliminary water modeling results and fire hydrant flow testing of the Authority system indicate that the LNG Phase I fire service demand can likely be met by the Authority through construction and installation of a 20-inch diameter water main extended from a to-be designated LPG Site Control Valve Vault, connected to the LNG Site Control Valve Vault and terminating at the existing 16-inch diameter transmission main adjacent to the Authority's water treatment facility plant at Christian Street; and

**F. WHEREAS**, the anticipated Phase II service demands cannot be met alone by the Authority, the Authority and UGIES desire to examine the feasibility of interconnecting with existing and nearby Capital Region Water ("CRW") facilities in order to provide the necessary fire service compatibility expected in connection with Phase II; and

**G. WHEREAS**, further to the completion of Phase II, CRW is completing a water feasibility study (the "Feasibility Study") to evaluate the provision for fire flow service to the

LPG Facility, which study will include the feasibility of interconnecting with the Authority system for potential future use during emergencies and for regular testing purposes; and

H. WHEREAS, with regard to Phase I, the Feasibility Study, as it relates to Phase I, is intended to gather necessary data to confirm feasibility of service by the Authority and evaluate alternatives for service upgrade and recommend alternatives for implementation based on water modeling results, estimated opinions of probable costs and compatibility with potential future Phase II facilities; and

I. WHEREAS, the parties hereto desire to set forth the terms for the construction and dedication of the Phase I improvements for the provision of water service to UGIES, according to the terms and conditions of this Memorandum.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, and intending to be legally bound, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by reference as if stated herein, and form a material part of the Memorandum.

2. Provision of Service. The Authority confirms that it will cause sufficient water service to be provided to UGIES for Phase I as required by UGIES and will cause necessary system improvement, including but not limited to, pipe, meters, fire hydrants, etc. to be constructed and/or installed based on such needs as set forth in the Feasibility Study.

3. Cost of Improvements. All engineering, administrative, permitting, review and capital costs, with the exception of the Feasibility Study, necessary for design and implementation of Phase I will be the responsibility of UGIES.

4. Escrow Account. UGIES will fund an escrow account in the amount of \$39,900 for the purpose of creating a source of funds to cover anticipated engineering review, installation inspection and fees related to Phase I, as well as Authority staff costs and legal fees. The Authority will inform UGIES if additional funds are required and UGIES will replenish the escrow account, as necessary. Any funds remaining in the escrow account at completion of Phase I will be refunded to UGIES.

5. Submission of Design. UGIES shall submit the design for Phase I to the Authority for review by the Authority's engineer, whose approval shall not be unreasonably withheld and who shall promptly review the design without unreasonable delay.

6. Phase I Construction. UGIES, at its expense, shall construct all required Phase I facilities for the LNG Facility, which construction will be overseen and inspected by the Authority's engineer.

7. Provision of Water Service. Upon completion of construction and acceptance thereof after inspection by the Authority, the Authority will provide fire-protection water service to the LNG Facility.

8. Charges for Water Service. The Authority will charge UGIES for fire protection water service based upon the following rate schedule:

Minimum Service Charge (5,000 gallons per quarter)

<u>Meter Size</u>	<u>Minimum Quarterly Billing</u>
16"	\$3,479.82
18"	\$3,914.80
20"	\$4,349.78

Consumption Charge

<u>Consumption</u>	<u>Rate per 1,000 Gallons</u>
5,0001 to 60,0000 gallons per quarter	\$8.26
60,001 to 150,000 gallon per quarter	\$9.12
All usage over 150,000 gallons per quarter	\$7.88

\*Rates based on current water rates as per the Steelton Borough Authority's Rates, Rules, and Regulations, and are subject to future revision as approved by the Authority.

9. Reimbursement of Authority Fees and Costs. UGIES will reimburse the Authority for reasonable costs of the Authority's staff in reviewing the extension of water service, and for legal fees incurred by the Authority to complete the documentation for the extension of Phase I water service, out of the escrow set forth in Paragraph 4 above.

10. Dedication of Phase I Improvements. UGIES will offer the improvements it opts to construct during Phase I to the Authority for acceptance and dedication. After acceptance, the Authority shall assume ownership responsibilities of the Phase I facilities.

11. Limit on Further Extension/No Commitment. No further extension of or connection to the Authority's service lines presently in place or to be constructed hereunder, including Phase II facilities, shall be permitted without the specific approval of the Authority and UGIES, by executing this Agreement, is not committing to completion of Phase II or Phase I with respect to service to the LPG Facility.

12. Miscellaneous.


(a) This Agreement supersedes all prior agreements only to the extent inconsistent herewith.

(b) This Agreement shall become effective upon execution hereof by all of the parties hereto and shall be binding upon the parties hereto, their successors and assigns.

(c) This Agreement may be executed in counterparts.

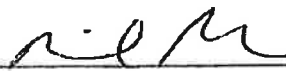
**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties have hereto set their hands and seals on the dates provided below for themselves, their successors and assigns.

**STEELTON BOROUGH AUTHORITY**

By:   
Name: Douglas E. Browne  
Title: Secretary  
Date: 4/17/17

**UGI ENERGY SERVICES, LLC**

com

By:   
Name: Michael Mara  
Title: Vice President  
Date: 4/17/17





United Water



United Water Pennsylvania  
Harrisburg Operation  
4211 East Park Circle  
PO Box 4151  
Harrisburg, PA 17111-0151  
telephone 717 561 1103  
facsimile 717 564 0448

October 11, 1999

Mr. Michael G. Musser, II  
Borough/Authority Secretary  
Steelton Borough Authority  
Municipal Building  
123 North Front Street  
Steelton, PA 17113

2000 OCT 11 1999

Dear Mr. Musser:

Enclosed you will find five (5) copies of the executed Emergency Purchase-Interconnection Agreement between the Steelton Borough Authority and United Water Pennsylvania. I'd like to thank you and the Authority Board for all you've done to assist with concluding this Agreement.

As stated in the body of the Agreement, it is contingent on our receiving approval from the Pennsylvania Public Utility Commission. We intend to make this filing with the Commission soon. Please note I've entered an effective date of January 1, 2000 in order to allow time for the required PA-PUC approval.

If you have any questions, please call me at 561-1103 x-613.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gregory P. Wyatt".

Gregory P. Wyatt  
Vice President/General Manager

cc: Serena DiMagno, Dimagno Associates

**EMERGENCY PURCHASE-INTERCONNECTION AGREEMENT**

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of October, 1999, by and between: STEELTON BOROUGH AUTHORITY, a municipal authority of the Commonwealth of Pennsylvania, located at 123 North Front Street, Steelton, Pennsylvania 17113 (hereinafter referred to as "Authority"), and UNITED WATER PENNSYLVANIA INC., a Pennsylvania corporation, located at 4211 East Park Circle, Harrisburg, Pennsylvania 17111, (hereinafter referred to as "Company").

**WITNESSETH:**

WHEREAS, Authority owns and operates a public water system and provides public water service to the public located in the vicinity of Steelton Borough, Dauphin County, Pennsylvania, for residential, commercial and industrial purposes; and

WHEREAS, Company owns and operates a public utility water systems and provides public water service to the public located in Dauphin County, Pennsylvania for residential, commercial and industrial purposes, pursuant to Certificates of Public Convenience granted by the Pennsylvania Public Utility Commission; and

WHEREAS, the Authority and Company had previously entered into Agreements regarding the purchase of water by the Company from the Authority; and

WHEREAS, the Company is desirous of maintaining an interconnection between its water supply facilities and the water supply facilities of the Authority, preserving the ability to obtain from time to time quantities of water from the Authority to replace and/or supplement water which normally would be obtained by the Company from its

own facilities, and upon proper notice obtaining such water from the Authority for distribution to the Company's own consumers in the Company's service territory; and

WHEREAS, the Authority is willing to provide a supply of water to the Company to enable the Company to provide public utility water service within its Service Area.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Authority agrees to permit the continuation of the interconnection from the 16-inch transmission line located at the site of Reservoir 1 and 2 adjacent to Kelker Street, Steelton, Pennsylvania, including the continuation of Company's booster station and 4-inch meter and the transmission line to United Water's existing 8-inch line on Kelker Street, Steelton, Pennsylvania.

2. The Authority agrees to maintain the building grounds and security fencing and Company agrees to maintain the interconnection building and the interconnection facilities, including pumping and other related equipment inside the building. The Authority agrees to pay for a minimum of one calibration and certification annually of the 4-inch interconnection meter owned by Company. Calibration and certification will be conducted by an independent, qualified firm.

3. Company agrees to pay the Authority a monthly standby service fee of \$1,500.00 per month (\$18,000.00/year). The standby service fee will be billed to Company by the Authority by the 15th day of each successive month. The standby service fee will be payable by Company, whether or not Company is furnished any water

during a specific calendar month. Monthly standby fees shall not be credited towards actual consumption charges incurred by Company.

4. The Authority will bill Company quarterly for water actually used, based upon monthly meter readings, according to the Authority's current published water rates, rules and regulations. The Authority will bill Company for water furnished under this Agreement based on the Authority's second rate block up to 150,000 gallons per quarter. Water purchased in excess of 150,000 gallons per quarter will be billed at the Authority's third rate block (\$2.10 per 1,000 gallons). When Company purchases water in excess of 1.0 million gallons per quarter, the consumption charges will be based on a special bulk rate of \$1.50 per 1,000 gallons. The Authority agrees to provide a memo billing to Company of the charges for consumption during the successive month for which consumption charges are incurred. The memo billing is for information purposes only and not for payment.

5. Company agrees not to withdraw more than 700 gallons per minute from the Authority system. Company will agree not to exceed a maximum daily water purchase from Authority under this Agreement of 1.0 million gallons. Company, under the terms of this Agreement, is not required to purchase a minimum quantity of water.

6. Authority water rates charged to Company in effect as of the date of execution of this Agreement will not be changed for a period of three (3) years from the effective date of this Agreement. The Special Bulk Rate for Company will also not be changed for a period of three (3) years from the effective date of this Agreement. Thereafter, the Authority rates will not be changed more frequently than annually. The Authority will

provide a six-month written notice to Company prior to any new rate taking effect.

7. Authority and Company agree that this Agreement shall have a term of ten (10) years from the effective date hereof. It is further agreed by Authority and Company that during the term of this current Agreement, either party may terminate this Agreement by giving the other party a minimum of eighteen (18) months written notice of termination.

8. The Authority will agree to negotiate a continuing purchase agreement with Company following the second anniversary date of this Agreement and at any subsequent anniversary date preceding the expiration date of this Emergency Purchase Agreement. Negotiations for a continuing purchase agreement shall be limited to issues related to Item No. 5 herein.

9. In the event of an emergency, Company shall agree to sell water to the Authority, at Company's current rates in effect and approved by the Public Utility Commission at the time of the interconnection use. An emergency is defined as a fire or a breakdown in service due to failure of equipment or facilities or other conditions or situations beyond the control of the Authority.

10. It is agreed by both Company and the Authority that water provided under this Agreement by either party to the other, shall meet all current state and federal water quality standards in effect at the time of sale. The Authority at all times will be required to provide water to the suction side of the pump at the interconnection at pressures which are no less than 20 psi and no greater than 40 psi, except for circumstances of pump failure or power failure.

11. If either party should desire to renegotiate a new agreement at the expiration

of this current Agreement, that party shall so notify the other party in writing at least 180 days prior to the expiration of this current Agreement. In the absence of such proper notification of renegotiations, this current Agreement shall remain in full force and effect on a year-by-year basis thereafter, with a one (1) year period for giving notice of termination.

12. The obligation of the Authority to make available to the Company the said supply of water is expressly limited by the understanding that the Authority shall undertake to use merely reasonable care and diligence to prevent interruptions and fluctuations in its service. The Authority does not represent or warrant that such interruptions in service will not occur, or that because of breaks, leaks, required repairs to its facility, labor strife, strikes, acts of God or other causes beyond its control there may be periods during which water will not be available for withdrawal by the Company at the maximum rate and under the terms above mentioned, or at any other rate of withdrawal, or at any pressure or in any aggregate quantity. If for any reason the Authority is unable to make water available for withdrawal by the Company under the terms and conditions of this current Agreement, the Company shall be relieved of its obligation to pay in whole or in part the monthly standby service fee. The monthly standby service fee shall be prorated based on the number of days that water was available during the month. In the event that the Authority is unable to make water available to the Company during an entire month, the standby service fee for that month will be waived..

13. This Agreement is expressly contingent upon the Company obtaining approval of this Agreement from the Pennsylvania Public Utility Commission.

14. This Agreement shall become effective on JANUARY 1, 2000 and expire on JANUARY 1, 2010.

15. All notices or communications hereunder shall be sent to Authority, addressed as follows:

Michael G. Musser, II, Borough Secretary/Treasurer  
Borough of Steelton  
Municipal Building, 123 North Front Street  
Steelton, Pennsylvania 17113

All notices or communications hereunder shall be sent to the Company, addressed as follows:

Gregory P. Wyatt, Vice President/General Manager  
United Water Pennsylvania Inc  
Harrisburg Operations  
4211 East Park Circle, P.O. Box 4151  
Harrisburg, Pennsylvania 17111-0151

16. This Agreement may not be modified or amended except by a writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and expressly supersedes and revokes all other prior or contemporaneous promises, representations and assurances of any nature whatsoever with respect to the subject matter hereof. In the event any provision of this Agreement is for any reason adjudicated deficient, unenforceable, irregular and/or invalid, the parties hereto and each of them, will promptly take such action or proceedings as may be necessary to correct such deficiency or otherwise validate that provision. If any provision of this Agreement

is declared void and unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. No waiver by either party of any breach by the other of any provision of this Agreement nor any failure by either party to insist on strict performance by the other of any provision of this Agreement shall in any way be construed to be a waiver of any future or subsequent breach by either party or bar the right of either party to insist on strict performance by the other of the provisions of this Agreement in the future.

17. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and shall not create any enforceable rights in any party that is not a party to this Agreement. Any assignments shall be approved by the other party, which approval shall not be unreasonably withheld.

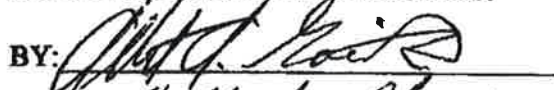
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

ATTEST:



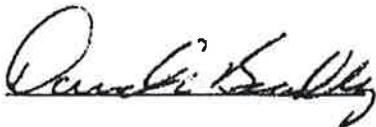
STEELTON BOROUGH AUTHORITY:

BY:



Title:

Authority Chairman



UNITED WATER PENNSYLVANIA INC.

BY:



Title:

VICE PRESIDENT





**FIRST ADDENDUM TO EMERGENCY  
PURCHASE-INTERCONNECTION AGREEMENT**

THIS ADDENDUM, made and entered into as of this \_\_\_\_ day of September, 2013, by and between: STEELTON BOROUGH AUTHORITY, a municipal authority of the Commonwealth of Pennsylvania, located at 123 North Front Street, Steelton, Pennsylvania 17113 (hereinafter referred to as "Authority"), and UNITED WATER PENNSYLVANIA, INC., a Pennsylvania corporation, located at 4211 East Park Circle, Harrisburg, Pennsylvania 17111, (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, the Authority and the Company entered into an Emergency Purchase-Interconnection Agreement on October 7, 1999 (the "Agreement"), under which the Authority agreed to supply water to the Company through an interconnection between the parties' water supply facilities; and

WHEREAS, the Agreement set forth, in Section 3, a provision whereby the Company agreed to pay the Authority a monthly standby service fee; and

WHEREAS, the Agreement set forth, in Section 4, the basis upon which quarterly billings for water actually used would be billed by the Authority to the Company; and

WHEREAS, the parties desire to adjust all billing rates in the manner hereinafter set forth.

NOW, THEREFORE, and in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 3 of the Agreement is amended to read as follows:

“Company agrees to pay the Authority a monthly standby service fee of \$1,675 per month (\$20,100.00/year)...”

2. Section 4 of the Agreement is amended to read as follows:

“The Authority will bill Company quarterly for water actually used, based upon monthly meter readings, according to the Authority’s current published water rates, rules and regulations. The Authority will bill Company for water furnished under this Agreement based on the following rate tiers:

The first 150,000 gallons - \$3.00 per 1,000 gallons  
150,000 to 1,000,000 gallons - \$3.00 per 1,000 gallons  
Greater than 1,000,000 gallons - \$1.58 per 1,000 gallons”

3. The forgoing rate structure shall apply to and be effective as of January 1, 2014.

4. The provisions of Section 11 of the Agreement remain in full force and effect, such that the Agreement, except as amended herein, remains in effect on a year-by-year basis as of January 1 of each successive year.

5. In all other respects, the Agreement of October 7, 1999 is herein ratified and confirmed by the parties.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

ATTEST:

Dana Genatly

STEELTON BOROUGH AUTHORITY

BY: Raymond L. Spencer

Title: Authority Vice President

UNITED WATER PENNSYLVANIA, INC.

Wm Conwell

BY: John D. White

Title: VICE PRESIDENT



Prepared By and Return To:  
Amy Allison  
UGI Energy Services, LLC  
One Meridian Boulevard, Suite 2C01  
Wyomissing, PA 19610

EXEMPT FROM UPI  
2/21/18 LAP

Tax Parcel No.:

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF DAUPHIN

**DEED OF DEDICATION**

**THIS DEED OF DEDICATION**, is made and entered into this third day of January, 2018, by and between **UGI Energy Services, LLC**, a Pennsylvania limited liability company, with an office at One Meridian Boulevard, Suite 2C01, Wyomissing, Pennsylvania 19610 ("**Developer**") and **Steelton Borough Authority**, a Pennsylvania municipal authority with an office at 123 North Front Street, Steelton, Pennsylvania 17113 ("**Grantee**").

**RECITALS**

**WHEREAS**, Developer has a Liquefied Petroleum Gas facility and Liquefied Natural Gas facility (collectively, the "**Facilities**") located on a parcel partially within Swatara Township and partially within the Borough of Steelton, Dauphin County, Pennsylvania; and

**WHEREAS**, Developer has caused to be installed water distribution lines as more fully described in the As Built Plan Sheets FP1-4, attached hereto as **Exhibit A**, and incorporated herein by reference (collectively, the "**Water Lines**"), under the supervision of Grantee; and

**WHEREAS**, Developer wishes to obtain water from Grantee for the Facilities; and

**WHEREAS**, pursuant to a Memorandum of Understanding between Developer and Grantee dated April 17, 2017, Developer committed to conveying title to the water distribution system to Grantee through an instrument of dedication.

**NOW, THEREFORE**, Developer and Grantee hereby agree as follows:

1. The above Recitals are hereby incorporated into this Deed of Dedication as if fully set forth herein.
2. Developer, in consideration of Grantee accepting the Water Lines and making water available to the Facilities, does hereby dedicate, grant and convey, with general warranty, unto Grantee the Water Lines, together with the non-exclusive right of ingress and egress for the purpose of operating, repairing and maintaining the Water Lines.
3. Developer covenants that it is the rightful and lawful owner of the Water Lines and that it has the legal right and authority to convey same to Grantee, free and clear of all encumbrances.

IN WITNESS WHEREOF, the Developer has caused this Deed of Dedication to be duly executed as of the day and year first above written.

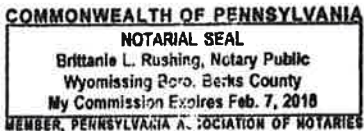
UGI ENERGY SERVICES, LLC

BY: [Signature]  
Name: MICHAEL MARRA  
Title: VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF BERKS :

ON THIS the 3rd day of January, 2018, before me the undersigned officer, personally appeared Michael Marra who acknowledged himself/herself to be the Vice President of UGI Energy Services, LLC, and that he/she as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

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



[Signature]  
NOTARY PUBLIC

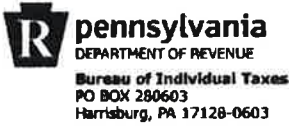
My commission expires: 2.7.18

ACCEPTANCE OF DEED

This Deed of Dedication was accepted by Steelton Borough Authority on the 22nd day of January 2018

Steelton Borough Authority  
[Signature]  
Name: Douglas E. Brown  
Title: Secretary

REV-183 EX (2-15)



**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Paid	<u>0</u>
Book Number	<u>20180004454</u>
Page Number	
Date Recorded	<u>2-21-18</u>

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

Name Michael L. Solomon, Solicitor - Steelton Borough Authority		Telephone Number: (717) 234-5530	
Mailing Address 240 N. 3rd St., 7th FL	City Harrisburg	State PA	ZIP Code 17101

**B. TRANSFER DATA**

Date of Acceptance of Document 02 / 21 / 2018			
Grantor(s)/Lessor(s) UGI Energy Services, LLC	Telephone Number: (610) 373-7999	Grantee(s)/Lessee(s) Steelton Borough Authority	Telephone Number: (717) 939-9842
Mailing Address One Meridian Blvd., Suite 2C01		Mailing Address 123 N. Front St.	
City Wyomissing	State PA	ZIP Code 19810	City Steelton
			State PA
			ZIP Code 17113

**C. REAL ESTATE LOCATION**

Street Address Christian St./Franklin St.		City, Township, Borough Steelton Borough	
County Dauphin	School District Steelton-Highspire	Tax Parcel Number None	

**D. VALUATION DATA**

Was transaction part of an assignment or relocation?  Y  N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value 0.00	5. Common Level Ratio Factor x 1.37	6. Computed Value = 0.00

**E. EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed \$ 1.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
--	---	---

**2. Check Appropriate Box Below for Exemption Claimed.**

- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Water line dedication to municipal authority

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <u>Michael L. Solomon</u>	Date <u>2/21/2018</u>
--	--------------------------

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**





Instrument # 20180004454  
 Jim Zugay, Recorder of Deeds  
 Dauphin, PA  
 Record Date & Time: 02/21/2018 at  
 12:59 PM  
 Cashier By: CMECK  
 LPR#: 1  
 LPR#: XX-JUL-XX-XXXXXX



811  
 Pennsylvania  
 Call Before You Dig  
 Dig Safe, Dig Smart  
 www.pa.gov/811

**PA ONE CALL**  
 811  
 For more information on the Pennsylvania One Call System, visit our website at [www.pa.gov/811](http://www.pa.gov/811).  
 For more information on the Pennsylvania One Call System, visit our website at [www.pa.gov/811](http://www.pa.gov/811).  
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 For more information on the Pennsylvania One Call System, visit our website at [www.pa.gov/811](http://www.pa.gov/811).



THIS INSTRUMENT IS A PART OF THE RECORDS OF THE RECORDER OF DEEDS, DAUPHIN COUNTY, PENNSYLVANIA.

① OVERALL WATER MAIN EASEMENT LAYOUT - PAGE 1

		<p>DAUPHIN COUNTY, PA                  RECORDER OF DEEDS                  100 MARKET STREET                  DAUPHIN, PA 17801                  PH: 717.326.1234</p>	<p>UGI Energy Services                  1000 Market Street                  Dauphin, PA 17813</p>	<p>DATE: 02/21/2018                  TIME: 12:59 PM                  INSTRUMENT #: 20180004454</p>
				<p>FP-1                  AS BUILT</p>







James M. Zugay, Esq.  
Recorder of Deeds  
(717) 780-6560  
jzugay@dauphinc.org

Candace E. Meck  
First Deputy  
www.dauphinc.org/deeds

## Dauphin County



## Recorder of Deeds

Harrisburg, Pennsylvania

### CERTIFIED END PAGE

Location:  
Dauphin County Courthouse  
Room 102  
101 Market Street  
Harrisburg, PA 17101

INSTRUMENT #: 20180004454  
RECORD DATE: 2/21/2018 12:59:16 PM  
RECORDED BY: CMECK  
DOC TYPE: DEDICATION  
AGENT: COHEN SEGLIAS  
DIRECT NAME: UGI ENERGY SERVICES, LLC  
INDIRECT NAME: STEELTON BOROUGH AUTHORITY

RECORDING FEES - State: \$0.50  
RECORDING FEES - County: \$13.00  
ACT 8 OF 1998: \$5.00  
ADDITIONAL NAME FEE: \$6.00

STEELTON BORO  
STEELTON HIGHSPIRE

UPICount: 1  
UPIFee:  
UPIList: XX-XXX-XXX-XXXXXXXX

I Certify This Document To Be Recorded  
In Dauphin County, Pennsylvania.

James M. Zugay, Recorder of Deeds



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THIS IS A CERTIFICATION PAGE

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**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT