

Kozloff Stoudt Attorneys

July 16, 2019

email Address:
jlondon@kozloffstoudt.com

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 South Street, 2nd Floor
Harrisburg, PA 17120

Re: Application and Related Filings of Pennsylvania
American-Water Company Pursuant to Sections 507,
1102, and 1329 of the Public Utility Code for Approval
of its Acquisition of the Wastewater System Assets of
Exeter Township
Docket No.: A-2018-3004933
Our File No. 100389-38

Dear Secretary Chiavetta:

Enclosed for electronic filing are the following documents:

1. Testimony of Robert J. May, P.E., Borough Council President, on behalf of Intervenor, Borough of St. Lawrence, Berks County, along with Certificate of Service; and
2. Sur-Rebuttal Testimony of Robert J. May, Borough Council President, on Behalf of Intervenor, Borough of St. Lawrence, Berks County on Township of Exeter Sale of Wastewater System Assets, along with Certificate of Service.

Your assistance in this matter is appreciated.

Very truly yours,

KOZLOFF STOUDT
Professional Corporation



Joan E. London

JEL:sah

Enclosures

Cc: Counsel of Record (per Certificates of Service)

Kozloff Stoudt, Professional Corporation

2640 Westview Drive | Wyomissing, PA 19610 | Tel 610.670.2552 | Fax 610.670.2591 | Web kozloffstoudt.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application and Related Filings of : Docket No. A-2018-3004933
Pennsylvania American- Water Company :
Under Sections 507, 1102(A), and 1329 of :
the Pennsylvania Public Utility Code, 66 :
Pa.C.S.A. §§ 507, 1102(A), and 1329 for :
Approval of its Acquisition of Wastewater :
System Assets of Exeter Township, Related :
Wastewater Service Rights, Fair Market :
Valuation Ratemaking Treatment, Deferral :
of the Post-Acquisition Improvement Costs, :
and Certain Contracts with Municipal :
Corporations; Docket No. A-2018-3004933, :
Et Al. :

TESTIMONY OF ROBERT J. MAY, P.E., BOROUGH COUNCIL PRESIDENT, ON
BEHALF OF OF INTERVENOR,
BOROUGH OF ST. LAWRENCE, BERKS COUNTY

KOZLOFF STOUTT
Professional Corporation

Joan E. London, Esquire
Attorney I.D. #67934
2640 Westview Drive
Wyomissing, PA 19610
(610) 670-2552

TESTIMONY OF ROBERT J. MAY, P.E.

1 Q. Can you please state your full name for the record?

2 A. Robert J. May

3 Q. What is your address?

4 A. 3531 Jacksonwald Ave, St. Lawrence, PA

5 Q. Do you hold any professional license or certifications in Pennsylvania?

6 A. I am a licensed Professional Engineer (#43392) Water Plant Operator (W12660),
7 Wastewater Plant Operator (S12382) and Public Pesticide Applicator (704016).

8 Q. Are you employed

9 A. Where are you currently employed?

10 A. Advanved Geoservices Inc, a Montrose Environmental Group company, located
11 at 1055 Andrew Drive Suite A, West Chester, PA 19380

12 Q. Do you hold any offices in the Borough of St. Lawrence?

13 A. I am the President of the Council of the Borough of St. Lawrence.

14 Q. Where is the Borough of St. Lawrence located?

15 A. The Borough is located in the central part of Berks County, about 5 miles east of
16 the City of Reading. It is substantially surrounded by Exeter Township.

17 Q. What is the approximate population of the Borough?

18 A. The Borough of St. Lawrence has a population of approximately 1,810 residents.

19 Q. How long have you served as the President of Borough Council?

20 A. I have served as Council President for approximately 10 years.

1 Q. How long have you served on the Borough Council in the Borough of St.
2 Lawrence?

3 A. I have served on Borough Council for approximately 18 years.

4 Q. Are you testifying in your capacity as the President of the Borough Council?

5 A. Yes.

6 Q. As the President of Borough Council, are you familiar with sewage disposal in the
7 Borough?

8 A. Yes.

9 Q. Is the Borough served by a public sanitary sewage system?

10 A. Yes.

11 Q. Could you describe the Borough's sanitary sewage system.

12 A. The Borough's sanitary sewer system is a collection system, which connects to the
13 sewer system of Exeter Township, and ultimately flows to Exeter Township's
14 waste water treatment plant.

15 Q. How long has the Borough's collection system, and Township's sewer system been
16 in place?

17 A. The Township sewer system, and the Borough collection system, were constructed
18 in the late 1960s pursuant to an agreement dated February 1, 1967.

19 Q. I have what we will mark as Borough Exhibit 1, which is titled "Agreement" and
20 dated February 1, 1967. Could you please identify that for us?

21 A. Borough Exhibit 1 is the initial agreement for the construction of the sewer system
22 by Exeter Township, the construction of the collection system by the Borough of

1 St. Lawrence, and the terms of the connection of the St. Lawrence Borough
2 collection system to the Exeter Sewer System and waste water treatment plant.

3 Q. Who were the parties to the 1967 Agreement?

4 A. The parties were Exeter Township, the Exeter Township, Berks County, Authority,
5 the Borough of St. Lawrence, and the St. Lawrence Borough Authority.

6 Q. Do those municipal authorities exist anymore?

7 A. No. Both Exeter Township and the Borough of St. Lawrence have disbanded their
8 municipal authorities.

9 Q. In your capacity as President of Borough Council, have you reviewed the 1967
10 Agreement.

11 A. Yes.

12 Q. I would like to discuss the Agreement in some detail. First, what was the purpose
13 of the 1967 Agreement?

14 A. The purpose of the 1967 Agreement was that Exeter Township agreed to construct
15 the waste water treatment plant, and the Borough of St. Lawrence agreed to
16 construct their collection system, and that the collection system would be
17 connected into the Exeter plant.

18 Q. Did St. Lawrence have a right to a share of plant treatment capacity.

19 A. Yes. Paragraph 10 of the 1967 Agreement is on Page 12. Under Paragraph 10, St.
20 Lawrence was assigned a percentage of capacity in the plant, which was at the
21 time approximately 11.5% of average daily flows and approximately 11.1% of
22 pollution load equivalents (BOD and Suspended Solids).

- 1 Q. Was there a capital contribution provided in the agreement.
- 2 A. Yes. Also in Paragraphs 10 and 11, on Pages 12 to 15 of the 1967 Agreement, St.
3 Lawrence agreed to capital contributions, which could be adjusted by later
4 agreement, based on its percentage of total flows in the plant, meaning ratio of
5 reserved capacity to total design flow capacity, and a capital contribution for the
6 construction of an interceptor, based on a similar formula.
- 7 Q. How often were these contributions payable?
- 8 A. The contributions were payable annually.
- 9 Q. Were there usage charges as well?
- 10 A. Yes. These were charges calculated annually for the usage of the sewage system
11 and interceptor, to be determined within 45 days of the end of each fiscal year.
- 12 Q. Were there obligations as to system maintenance under this 1967 Agreement?
- 13 A. Yes. Both Exeter and St. Lawrence were required to maintain their respective
14 systems in good repair, make necessary improvements, and comply with
15 applicable laws and regulations, as provided in Paragraphs 21 and 22 of the
16 Agreement.
- 17 Q. Has this 1967 Agreement ever been supplemented or amended.
- 18 A. Yes. The 1967 Agreement has been the subject of three Supplemental Agreements,
19 dated April 1, 1978; August 15, 1982; and May 20, 1992. There was then a new,
20 superseding agreement entered into between the parties, dated May 8, 2003.
- 21 Q. I have what we will mark as Borough Exhibit 2. Have you seen this document
22 prior to today?

- 1 A. Yes.
- 2 Q. Could you identify this document.
- 3 A. This is the 1978 First Supplemental Agreement.
- 4 Q. Are you familiar with this document?
- 5 A. Yes.
- 6 Q. Have you reviewed this document in your capacity as Borough Council President?
- 7 A. Yes.
- 8 Q. What was the reason for this Supplemental Agreement?
- 9 A. The reason for this Agreement was that the Commonwealth of Pennsylvania,
10 through what was then known as the "Department of Environmental Resources,"
11 which is now known as the "Department of Environmental Protection" had
12 adopted new regulations requiring a higher level of sewage treatment, and there
13 was an improvement project needed at the Exeter waste water treatment plant to
14 comply with these new regulations. This First Supplemental Agreement was for
15 the purpose of confirming St. Lawrence's pro rata share of the capital costs based
16 on the cost of construction of the improvements, with the contribution to be paid
17 by June 1, 1978.
- 18 Q. To the best of your knowledge, was the contribution paid.
- 19 A. To the best of my knowledge, yes.
- 20 Q. I have a document that we will mark as Borough Exhibit 3. Have you seen this
21 document prior to today?
- 22 A. Yes.

- 1 Q. Could you identify this document?
- 2 A. This was the 1982 Second Supplemental Agreement.
- 3 Q. Are you familiar with this document?
- 4 A. Yes.
- 5 Q. Have you reviewed this Agreement in your capacity as Borough Council
6 President?
- 7 A. Yes.
- 8 Q. What was the reason for this Second Supplemental Agreement?
- 9 A. Per the second recital on Page 2 of the Second Supplemental Agreement, St.
10 Lawrence had determined that it required additional capacity beyond what it had
11 been allocated in the original 1967 Agreement.
- 12 Q. What was the reallocation under the 1982 Second Supplemental Agreement?
- 13 A. St. Lawrence was to be re-allocated an increase to 0.308 million gallons per day of
14 average daily flow, and similar changes to pollution load equivalents of BOD and
15 Suspended Solids. This is in Paragraph 2, Pages 3 and 4 of the 1982 Agreement.
- 16 Q. Did the 1982 Second Supplemental Agreement require additional capital
17 contribution?
- 18 A. Yes. On Page 4 of the Agreement, still in Paragraph 2, there is a required lump
19 sum additional contribution of \$16,892 payable in full in 30 days from the
20 execution of the Agreement to Exeter Authority.
- 21 Q. To the best of your knowledge, was this capital contribution paid?
- 22 A. Yes.

1 Q. Were there further payments required by this Agreement?

2 A. Yes. On Pages 4 and 5 of the 1982 Agreement, there is an additional annual
3 payment due in consideration of the reallocation of capacity in the amount of
4 \$9,580.00 per year, payable in semi-annual installments of \$4,705.00 on February 5
5 and August 5 of each year, beginning on February 5, 1983, and continuing up to
6 and including August 5, 2012.

7 Q. To the best of your knowledge, did St. Lawrence make those payments?

8 A. Yes, at least until that 1982 Agreement was superseded.

9 Q. I have a document that is marked as Borough Exhibit 4. Could you identify that
10 document?

11 A. That is the Third Supplemental Agreement to the 1967 Agreement, dated January
12 20, 1992.

13 Q. Are you familiar with this Agreement.

14 A. Yes.

15 Q. Have you reviewed this document in your capacity as President of St. Lawrence
16 Borough Council?

17 Q. Yes.

18 A. What was the reason for this Agreement?

19 Q. The 1992 Third Supplemental Agreement was to acknowledge that the plant had
20 been re-rated allowing under the Agreements in effect for increased allocation to
21 St. Lawrence, but that St. Lawrence was exceeding its allocated capacity in average
22 daily flow and increased pollution loading.

1 Q. Did the Third Supplemental Agreement provide for an additional capital
2 contribution?

3 A. Yes. On Page 3, there is a required additional capital contribution of \$11,032.00,
4 payable in full within thirty (30) days of the date of execution of the Agreement,
5 and that St. Lawrence would continue to pay the \$9,590.00 in semi-annual
6 installments through August 5, 2012.

7 Q. To the best of your knowledge, was the \$11,032.00 paid.

8 A. Yes.

9 Q. Was there provision in this 1992 Third Supplemental Agreement in the event that
10 the Exeter Treatment Plant would be expanded?

11 A. Yes. On Page 3, it states that if the plant were to be upgraded and expanded, St.
12 Lawrence would agree to purchase additional BOD and Suspended Solids
13 capacity if required to bring their capacity into compliance with their needs at the
14 time.

15 Q. Did Exeter ultimately construct an expanded waste water treatment facility?

16 A. Yes.

17 Q. And did the St. Lawrence sanitary sewage collection system continue to connect
18 to the Exeter plant?

19 A. Yes.

20 Q. Did St. Lawrence and Exeter enter into a new agreement after this expansion?

21 A. I have a document that is marked as Borough Exhibit 5. Could you identify that
22 document?

1 A. That is the Agreement dated May 8, 2003 between the Exeter and St. Lawrence
2 governing bodies and municipal authorities.

3 Q. Are you familiar with this Agreement.

4 A. Yes.

5 Q. Have you reviewed this document in your capacity as President of St. Lawrence
6 Borough Council?

7 A. Yes.

8 Q. We will discuss this agreement in greater detail. What was the total capacity of
9 the expanded Exeter Plant.

10 A. It was 7.1 million gallons per day.

11 Q. Under this Agreement, what was the allocated capacity of the Borough of St.
12 Lawrence?

13 A. On Page 10, the St. Lawrence's allocated average daily flow is reflected as 0.462
14 million gallons per day, of the total of 7.1 million gallons per day of plant capacity,
15 which is approximately 6.51% of average daily flow.

16 Q. Was there a capacity allocated to St. Lawrence for pollutant loading?

17 A. Yes. For BOD, it was 871 pounds per day of a total capacity of 9,580 pounds per
18 day. For Total Suspended Solids, the St. Lawrence capacity was 924 pounds per
19 day of a total capacity of 10,850 pounds per day, and for NH_3N , defined on Page
20 4 in the Definitions Section of the Agreement as "quantity of elemental nitrogen
21 present in the form of ammonia as analyzed by a method approved by the United
22 States Environmental Protection Agency, expressed in terms of milligrams per

1 liter," St. Lawrence's capacity was 74 pounds per day, of a total of 1,130 pounds
2 per day.

3 Q. Did this Agreement acknowledge capital contributions for the plant expansion to
4 7.1 million gallons per day?

5 A. Yes it did. On Page 15, Section 4.02, there was an acknowledgment of payment of
6 \$641,250,00 to Exeter Authority for a portion of costs and expenses of the plant
7 expansion attributable to St. Lawrence in 1992 and 1993. This amount was deemed
8 an initial payment on account of the proportionate share of St. Lawrence.

9 Q. Did the 2003 Agreement provide for capital contribution going forward?

10 A. Yes. Section 4.03 of the Agreement contained a formula for payment of
11 construction costs for the plant and interceptor, multiplying total construction-
12 related actual costs for the waste water treatment plant by 6.51%, and the total
13 construction related costs of the interceptor by 6.22% (which is the percentage
14 which the additional capacity flow in the interceptor bears to the additional design
15 flow capacity of the interceptor.

16 Q. Did Exeter incur debt to construct the plant expansion?

17 A. Yes.

18 Q. Did the 2003 Agreement provide for St. Lawrence to pay a share of the financing
19 costs and make payments to Exeter on this debt incurred?

20 A. Yes.

21 Q. Did the 2003 Agreement acknowledge debt and debts service payments by the
22 Borough and at the time its Authority?

1 A. Yes.

2 Q. Was there an estimated date up to which the Borough and at the time its Authority
3 would be incurring these expenses?

4 A. Yes.

5 Q. And up to what date would that be?

6 A. The debt service payments would last up to November 20, 2022.

7 Q. Did the 2003 Agreement contain an apportionment of charges for the plant
8 alteration attributed to the Borough?

9 A. Yes.

10 Q. What was that percentage

11 A. 6.51%.

12 Q. Did the Borough contribute that amount?

13 A. Yes, the Borough contributed 6.51% of the construction costs of the plant and
14 related interceptor under the 2003 Agreement.

15 Q. On how many gallons per day of average daily flow was that percentage
16 apportionment based?

17 A. The apportionment of costs was based on the approximate percentage of flow from
18 the Borough, of approximately 0.462 MGD, into the wastewater treatment plant,
19 and the approximate percentage of Borough flow in the interceptor (6.22%, or
20 0.385 MGD).

21 Q. Did the Borough and at the time its Authority finance the contribution?

22 A. Yes.

- 1 Q. Were there financing costs involved?
- 2 A. Yes, and under the 2003 Agreement, the Borough and Borough Authority paid a
3 similar proportionate share of financing costs attributable to the net total of
4 construction-related actual costs of the project.
- 5 Q. Did St. Lawrence disband its Municipal Authority since 2003.
- 6 A. Yes.
- 7 Q. Were there still debt service payments being made for the plant under the
8 Agreement at the time of the disbanding of the Authority?
- 9 A. Yes.
- 10 Q. Did the Borough assume the obligations of the Authority to make these debt
11 service payments?
- 12 A. Yes.
- 13 Q. Has the Borough made any additional contributions to the Exeter Plant.
- 14 A. Yes.
- 15 Q. Could you please describe the reasons for those contributions?
- 16 A. The Borough has made significant capital contributions towards the upgrade of
17 the waste water treatment plant, and towards the acquisition of a sludge dryer by
18 the Township, which is a source of revenue to the Township, and, per agreement
19 of the parties, was intended as a source of a credit to the Borough against billing.
- 20 Q. There has also been discussion in discovery regarding the maintenance of the
21 sewer system. Has the Borough engaged in a program of maintenance or repairs
22 to its collection system?

- 1 A. Yes, the Borough has made repairs and improvements to the Borough collection
2 system to prevent and correct inflow and infiltration (I & I) conditions, and this
3 has been of benefit to the Township by decreasing flows that take up plant capacity
4 unnecessarily.
- 5 Q. Getting back to the issue of debt service, has the Borough continued to make
6 payments on debt service.
- 7 A. Yes. The Borough has consistently made payments on its debt service.
- 8 Q. As President of Borough Council, do you regularly review financial reports and
9 statements?
- 10 A. Yes.
- 11 Q. Who prepares those reports and statements?
- 12 A. Our Borough Manager, Allison Leinbach, prepares these reports and statements.
- 13 Q. How often do you review these statements?
- 14 A. I review them monthly, in preparation for our Borough Council meetings?
- 15 Q. Are these financial reports approved by Council.
- 16 A. Yes, they are approved, subject to audit.
- 17 Q. I have what we will mark as Borough Exhibit 6. Could you identify this document
18 for us?
- 19 A. This is the Borough's financial report, with first quarter 2019 numbers, that is
20 compared with the budget.
- 21 Q. When was this report presented?
- 22 A. It would have been presented at the April 2019 meeting of Borough Council.

1 Q. Was this report approved, subject to audit?

2 A. Yes, it was approved, and is part of the approved minutes of the April 2019
3 meeting, approved by Council at its May 2019 meeting.

4 Q. Does this report show debt incurred and debt service payments?

5 A. Yes it does.

6 Q. Can you turn to the last page of this financial report, and tell us what the report
7 shows as to debt service payments?

8 A. If you go to Section 470 on the last page of Exhibit 5, at Lines 471.000 to 472.115,
9 you will see details of all debt service, including Exeter debt service and debt
10 service incurred in order to repair the collection system. On the Borough General
11 Obligation Note, the statement shows for the year to date principal of \$16,626.16,
12 and interest of \$1,473.85, with budgeted for the year \$62,089.02 in principal and
13 \$4,955.49 in interest total.

14 The Exeter debt service is as follows as of March 31, 2019 for the first quarter of
15 2019:

16	1993 Exeter Debt Service (Principal – 2021)	-	\$13,398.05
17	1993 Exeter Debt Service Interest 2021)	-	\$2,315.45
18	2011 Sludge Principal (2026)	-	\$37,885.09
19	2011 Sludge Interest (2026)	-	\$5,942.21

20 Q. Do you, as Borough Council President, review reports for various Borough funds?

21 A. Yes.

22 Q. Is one of those funds the Sewer Fund?

1 A. Yes.

2 Q. Who prepares these reports?

3 A. The Borough Manager, Allison Leinbach, prepares these reports.

4 Q. And are these reports approved, subject to audit, with the financial reports and
5 statements that we described previously?

6 A. Yes.

7 Q. I have what we will mark as Borough Exhibit 7. Could you identify this document
8 for us?

9 A. These are the Fund Account Totals, as of the beginning of 2019.

10 Q. Does this report show debt incurred for the sewer system and plant?

11 A. Yes.

12 Q. Could you tell us what is shown?

13 A. The Sewer Fund report shows the Sewer Loan Balances as of January 7, 2019. It
14 shows 1993 Debt Service Exeter at 4.298% interest as having a balance with interest
15 of \$47,140.69 and shows "Debt Service II at 1.889% as \$350,618.43, with a total of
16 \$397,759.12. The Borough is continuing to incur debt service payments, and is
17 liable for such payments until approximately 2026.

18 Q. Are these debt service payments attributable to capital contributions for the sewer
19 plant?

20 A. Yes.

21 Q. Did St. Lawrence take any additional financing?

22 A. Yes.

- 1 Q. Is that shown in this same report?
- 2 A. Yes.
- 3 Q. What was the reason for the additional financing?
- 4 A. For the improvements to the collection system, which addressed I & I in the St.
5 Lawrence system and was of benefit to Exeter.
- 6 Q. What does the report show as to this financing?
- 7 A. It shows a sewer project loan at 3.97% interest, with a maturity date of June 15,
8 2022. It has a principal balance, as of January 7, 2019, of \$150,152.23 and estimated
9 interest of \$6,823.84, totaling \$156,976.07.
- 10 Q. St. Lawrence has incurred debt service, and has contributed to the Exeter waste
11 water treatment plant since it was constructed, and contributes flows to the plant.
12 Is St. Lawrence billed by Exeter, or are individual customers billed?
- 13 A. St. Lawrence is a bulk customer, and Exeter bills St. Lawrence.
- 14 Q. How is billing calculated?
- 15 A. Billing is calculated by measurement of flows by flow measuring devices, which
16 the Boro and Township refer to as meters, at locations at which sewage from St.
17 Lawrence enters the Exeter wastewater collection system.
- 18 Q. Have there been any disputes with Exeter Township over measurement and
19 billing.
- 20 A. Yes. There has been an ongoing dispute, for approximately seven years, over
21 charges which the Borough believes are excessive and inaccurate.
- 22 Q. What is the basis of that dispute?

1 A. We believe and demonstrated that there has been an improper measurement
2 indicated by the meters, due to flow channel obstruction at the metering location,
3 causing an artificially high meter reading.

4 Q. What is the amount that is in dispute?

5 A. The amount in dispute is approximately \$126,000.00. We also do not believe that
6 the septage credit for the sludge dryer has been applied correctly by Exeter.

7 Q. Do you have any concerns on behalf of the Borough Council and residents of the
8 Borough of St. Lawrence about the sale of the waste water treatment plant to a
9 private entity?

10 A. Yes. We are concerned that the sale of the Exeter sewer system would contain
11 no provision for the protection of the interest of the Borough in the plant and sewer
12 system, as evidenced by significant capital contributions as set forth above since
13 1967, and that the sale of the plant and sewer system by the Township may result
14 in the loss by the Borough of the benefit of its capital contributions, for which it
15 continues to incur liabilities through debt service payments. We are also concerned
16 that the rates not unfairly impact residents of the Borough, or force Borough
17 residents to bear the costs of repairs to the Exeter collection system, when St.
18 Lawrence went to considerable expense to repair and maintain its collection
19 system.

20 Q. Does this complete your direct testimony.

21 A. Yes, it does. If necessary, I will supplement my testimony if and as additional
22 issues arise during the course of this proceeding.

Borough Exhibit 1

AGREEMENT

THIS AGREEMENT, dated as of February 1, 1967, between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY and the TOWNSHIP OF EXETER, Berks County, Pennsylvania, parties of the first part, on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY and the BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania, parties of the second part, on the other hand.

WITNESSETH:

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

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

WHEREAS, The Borough and St. Lawrence Authority have determined that the most efficient and practical method of providing sewage collection and treatment facilities for the Borough is for St. Lawrence Authority to construct the St. Lawrence Sewer System and to connect the St. Lawrence Sewer System to the Exeter Sewer System, so that sewage and wastes collected in the St. Lawrence Sewer System can be discharged into the Exeter Sewer System for transportation, treatment and ultimate disposal; and

WHEREAS, The parties hereto recognize that certain sewage transmission facilities and sewage treatment and disposal facilities which will be adequate to meet the reasonable anticipated requirements of citizens of the Township and of the Borough can be constructed, operated and maintained in the most efficient and economical manner as a single undertaking.

NOW, THEREFORE, Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand, for and in consideration of covenants and agreements herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree, as follows:

1. The following terms and phrases, for the purposes of this Agreement, shall have the following meanings, unless the context clearly otherwise requires:

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

"Borough" shall mean the Borough of St. Lawrence, Berks County, Pennsylvania, a Pennsylvania municipal corporation.

"Commercial Establishment" shall mean any room, group of rooms, building or other enclosure used for the sale or distribution of any product, commodity, article or service and specifically shall include churches, chapels, clubrooms, fire houses, professional offices, banks, schools or other room, group of rooms, building or enclosure not constituting a Residence or Industrial Establishment.

"Cost of Construction" shall mean the actual cost or the estimated cost, as applicable, of the portion or section of the Exeter Sewer System under consideration, calculated in the following manner:

A. The amount actually paid or estimated to be paid, as applicable, under the contract or contracts for construction of the portion or section of the Exeter Sewer System under consideration shall be determined.

B. The amount actually paid or estimated to be paid, as applicable, under all contracts for construction of the Exeter Sewer System shall be determined.

C. The amount determined in subparagraph A above shall be divided by the amount determined in subparagraph B above to determine the ratio which the actual or estimated construction

cost, as applicable, of the portion or section of the Exeter Sewer System under consideration bears to the actual or estimated construction cost, as applicable, of the entire Exeter Sewer System.

D. All actual or estimated engineering and legal costs and expenses, as applicable, attributable under sound accounting and engineering practice to construction, but not financing, of the Exeter Sewer System shall be determined.

E. The percentage determined in subparagraph C above shall be applied to the total costs and expenses determined in subparagraph D above to determine the actual or estimated engineering and legal costs and expenses, as applicable, attributable to the portion or section of the Exeter Sewer System under consideration.

F. All actual or estimated costs and expenses, as applicable, of acquiring land, rights of way, privileges, rights, licenses, easements and other interests in real property, including, without intending to limit the generality of the foregoing, legal, engineering, surveying and related costs and expenses, directly attributable to the portion or section of the Exeter Sewer System under consideration shall be determined.

G. The sums determined in subparagraphs A, E and F above shall be added and the total of such sums shall represent the actual "Cost of Construction" or the estimated "Cost of Construction", as applicable, of the portion or section of the Exeter Sewer System under consideration.

"Equivalent Dwelling Unit" shall mean each Residence connected to the Exeter Sewer System or the St. Lawrence Sewer System, as appropriate, as determined by house count or from official records of Exeter Authority and/or the Township, as appropriate, and/or St. Lawrence Authority and/or the Borough, as appropriate. Equivalent Dwelling Unit also shall mean, with respect to each Commercial Establishment and each Industrial Establishment, the quotient obtained by dividing the total quarterly volume, expressed in gallons, of sewage and wastes discharged by the Commercial Establishment or Industrial Establishment under consideration into the Exeter Sewer System or the St. Lawrence Sewer System, as appropriate, by 12,000 gallons; Provided, however, that if the volume of sewage and wastes discharged by the Commercial Establishment or Industrial Establishment under consideration cannot be ascertained, the quotient shall be determined by dividing the total quarterly water consumption, exclusive of any water not entering into the St. Lawrence Sewer System, or the Exeter Sewer System, as applicable, by 12,000 gallons. Notwithstanding the foregoing, each Commercial Establishment and Industrial Establishment shall be deemed, as a minimum, to constitute one Equivalent Dwelling Unit.

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

"Exeter Sewer System" shall mean the sewage collection system and sewage treatment facilities, including all related and necessary facilities, to be constructed and owned by Exeter Authority, in and adjacent to the Township, in accordance with plans and specifications prepared by the firm of Gannett Fleming Corddry and Carpenter, Inc., Consulting Engineers, Harrisburg, Pennsylvania, including all future additions and improvements thereto.

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

"Industrial Establishment" shall mean any room, group of rooms, building or other enclosure used for the manufacturing, processing, cleaning, laundering or assembling of any commodity or article.

"Interceptor" shall mean the interceptor sewer constituting part of the Exeter Sewer System, extending from a point in the Borough to the Sewage Treatment Plant, as shown on the plan attached hereto, made a part hereof and marked as Exhibit "A".

"Residence" shall mean any room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as separate living quarters by a family or other group of persons living together or by persons living alone.

"Sewage Treatment Plant" shall mean the sewage treatment facilities constituting part of the Exeter Sewer System.

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

"St. Lawrence Sewer System" shall mean the sewage collection system, including all related and necessary facilities, to be constructed and owned by St. Lawrence Authority in the Borough, in accordance with plans and specifications prepared by the firm of Spotts Engineering Associates, Inc., Consulting Engineers, Reading, Pennsylvania, including all future additions and improvements thereto.

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

2. Exeter Authority covenants to construct the Exeter Sewer System in accordance with plans and specifications prepared by the firm of Gannett Fleming Corddry and Carpenter, Inc., Consulting Engineers, Harrisburg, Pennsylvania, or in accordance with such changes or modifications, which do not make substantial changes in such plans and specifications, or which are in accordance with the changes and modifications contemplated by Paragraph 11 hereof, and in accordance with Sewerage Permit 664S15, dated July 7, 1964, obtained from the Sanitary Water Board of the Pennsylvania Department of Health.

Exeter Authority covenants to use its best efforts to complete construction of the Sewage Treatment Plant and the Interceptor within 450 days after notice to proceed is given to the contractors awarded contracts to construct the same.

3. The parties hereto agree that the Exeter Sewer System, including, inter alia, all future additions and improvements thereto, initially will be leased by Exeter Authority to the Township, under an agreement of lease, under which agreement of lease the Township will, inter alia, operate, maintain and repair the Exeter Sewer System, as defined herein and to be more specifically defined in such agreement of lease.

4. St. Lawrence Authority covenants to construct the St. Lawrence Sewer System in accordance with plans and specifications prepared by the firm of Spotts Engineering Associates, Inc., Consulting Engineers, Reading, Pennsylvania, and to be approved by Exeter Authority's consulting engineers, or in accordance with such changes or modifications which do not make substantial changes in such plans and specifications or which are approved in writing by Exeter Authority's consulting engineers, and in accordance with Sewerage Permit 665S20, dated June 3, 1965, obtained from the Sanitary Water Board of the Pennsylvania Department of Health.

St. Lawrence Authority covenants to use its best efforts to complete construction of the St. Lawrence Sewer System by October 1, 1968.

5. The parties hereto agree that the St. Lawrence Sewer System, including, inter alia, all future additions and improvements thereto, initially will be leased by St. Lawrence Authority to the Borough, under an agreement of lease, under which agreement of lease the Borough will, inter alia, operate, maintain and repair the St. Lawrence Sewer System, as defined herein and to be more specifically defined in such agreement of lease.

6. Exeter Authority covenants that upon receipt of a certificate of its consulting engineers stating that the Exeter Sewer System is sufficiently

complete to receive, transport, treat and dispose of sewage and wastes from the St. Lawrence Sewer System, it promptly will give notice to St. Lawrence Authority and the Borough of such fact and Exeter Authority or the Township, as appropriate, will receive, transport, treat and dispose of sewage and wastes from the St. Lawrence Sewer System perpetually, subject to the terms and conditions hereof. Exeter Authority grants to St. Lawrence Authority and the Borough, as appropriate, the perpetual right to connect the St. Lawrence Sewer System to the Exeter Sewer System at the points shown on the plan attached hereto, made a part hereof and marked as Exhibit "A" or at such other point or points as shall be agreed upon by the parties hereto, from time to time.

7. St. Lawrence Authority covenants that upon receipt of notice from Exeter Authority stating that the Exeter Sewer System is sufficiently complete to receive, transport, treat and dispose of sewage and wastes from the St. Lawrence Sewer System, it will cause the St. Lawrence Sewer System to be completed, if not theretofore completed, and will afford the consulting engineers for Exeter Authority reasonable opportunity to inspect the St. Lawrence Sewer System, at the sole expense of Exeter Authority. Upon receipt of notice from Exeter Authority to connect the St. Lawrence Sewer System to the Exeter Sewer System, which notice to connect shall be given after St. Lawrence Authority's consulting engineers shall have certified completion of the St. Lawrence Sewer System, St. Lawrence Authority covenants to cause the St. Lawrence Sewer System to be connected to the Exeter Sewer System, as set forth in Paragraph 6 hereof, such connections to be made within 30 days of receipt of such notice from Exeter Authority, at the sole cost and expense of St. Lawrence Authority. Such connections shall be maintained at the sole cost and expense of St. Lawrence Authority or the Borough, as appropriate.

St. Lawrence Authority or the Borough, as appropriate, shall secure any required permit or approval from the Sanitary Water Board of the Pennsylvania Department of Health and any other governmental regulatory body having jurisdiction to connect the St. Lawrence Sewer System to the Exeter Sewer System and to deliver sewage and wastes into the Exeter Sewer System for ultimate treatment and disposal.

8. St. Lawrence Authority and the Borough covenant that all sewage and wastes collected by the St. Lawrence Sewer System and discharged into the Exeter Sewer System will be subject to the terms and conditions of this Agreement. In the event that St. Lawrence Authority and the Borough shall determine that use of the Exeter Sewer System by St. Lawrence Authority and the Borough, as appropriate, no longer is economical or desirable, St. Lawrence Authority and the Borough, as appropriate, upon 60 days notice to Exeter Authority and the Township may divert, in whole or in part, sewage and wastes from the St. Lawrence Sewer System, to other sewage treatment and disposal facilities. In the event of such diversion, St. Lawrence Authority and the Borough agree that there shall be no recourse against either Exeter Authority or the Township on account of any payment made or to be made hereunder.

St. Lawrence Authority and the Borough agree to prohibit the discharge of any sewage or wastes into the St. Lawrence Sewer System by any municipality or municipality authority which has not been granted prior written approval by Exeter Authority and the Township, which approval will not unreasonably be withheld.

9. St. Lawrence Authority and the Borough, as appropriate, covenant that no roof drainage water, storm water, excessive ground water

infiltration, surface drainage or building foundation drainage shall be discharged from the St. Lawrence Sewer System into the Exeter Sewer System, either directly or indirectly, and that no sewage or waste shall be discharged from the St. Lawrence Sewer System into the Exeter Sewer System:

- (a) having a temperature higher than 140° F;
- (b) containing more than 120 parts per million by weight of tar, oil and/or grease;
- (c) containing any gasoline, benzine, naphtha, fuel oil or other inflammable or explosive liquids, solids or gases;
- (d) containing any solid wastes resulting from preparation, cooking and dispensing of food and from handling, storage and sale of produce, which wastes commonly are known as garbage, which have not been ground by household type garbage disposal units or other suitable garbage grinders;
- (e) containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, cotton, wool, plastics or other fibers, wood, paunch manure, or any other solid or viscous substances capable of causing obstructions or other interferences with proper operation of the Exeter Sewer System;
- (f) having a pH lower than 6.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazards to structures, equipment, facilities or personnel of the Exeter Sewer System;
- (g) containing toxic or poisonous substances in sufficient quantity to injure or interfere with any sewage or sludge treatment process, to constitute hazards to humans or animals, to create any hazard in operation of the Exeter Sewer System or to create any hazard in waters which receive treated effluent from the Exeter Sewer System. Toxic wastes shall include, but not by way of limitation, wastes containing cyanide, chromium, copper and nickel ions;
- (h) containing noxious or malodorous gases or substances capable of creating a public nuisance;

- (i) containing solids of such character and quantity that special and unusual attention is required for their handling; or
- (j) containing substances or other matters having characteristics which violate provisions of the ordinance or resolution in effect at the time, governing the discharge of sewage and wastes into the Exeter Sewer System; Provided, however, that restrictions on sewage and wastes from the St. Lawrence Sewer System never shall be more stringent than those governing the discharge of sewage and wastes into the Exeter Sewer System.

10. The parties agree that the Sewage Treatment Plant has been designed for flows and pollution load population equivalents allocated as follows:

FLOWS

	<u>Million Gallons Per Day</u>		<u>Total</u>
	<u>St. Lawrence</u>	<u>Exeter</u>	
Average Daily Flow	0.15	1.15	1.30

POLLUTION LOAD POPULATION EQUIVALENTS - PERSONS

	<u>St. Lawrence</u>	<u>Exeter</u>	<u>Total</u>
B. O. D. (based upon 0.167 pounds per capita per day)	1,500	11,500	13,000
Suspended Solids (based upon 0.20 pounds per capita per day)	1,500	11,500	13,000

The parties further agree that in consideration of the construction by Exeter Authority of the Sewage Treatment Plant, St. Lawrence Authority will make a capital contribution to Exeter Authority, which capital contribution will be calculated in the following manner:

A. The consulting engineers for Exeter Authority, subject to review and approval by the consulting engineers for St. Lawrence Authority, shall determine the estimated Cost of Construction of the Sewage Treatment Plant.

B. The ratio which the design flow capacity of the Sewage Treatment Plant reserved for St. Lawrence Authority and the Borough, i. e. O. 15 MGD, bears to the total design flow capacity of the Sewage Treatment Plant, i. e. 1. 30 MGD, shall be determined and shall be applied to the estimated Cost of Construction of the Sewage Treatment Plant. The result shall equal the capital contribution to be made by St. Lawrence Authority applicable to the Sewage Treatment Plant; Provided, however, that such capital contribution shall be subject to adjustment, as appropriate, as hereinafter provided.

In the event the United States of America, acting through any agency or department, shall make a grant to Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Exeter Sewer System, Exeter Authority's consulting engineers, subject to review and approval by St. Lawrence Authority's consulting engineers, shall determine the portion of the grant attributable to the Sewage Treatment Plant. The portion of such grant attributable to the Sewage Treatment Plant shall be multiplied by the ratio which the design flow capacity of the Sewage Treatment

Plant reserved for St. Lawrence Authority and the Borough bears to the total design flow capacity of the Sewage Treatment Plant and the result shall be deducted from the capital contribution to be made by St. Lawrence Authority, as calculated in the manner hereinbefore set forth in this Paragraph 10, it being the intent of the parties that St. Lawrence Authority shall receive a credit for its proportional share of any grant received by Exeter Authority attributable to the Sewage Treatment Plant.

11. The parties agree that in consideration for the construction by Exeter Authority of the Interceptor, St. Lawrence Authority will make a capital contribution to Exeter Authority, which capital contribution shall be calculated in the manner hereinafter set forth. The parties agree that the Interceptor has been initially designed with varying design flow capacities allocated for St. Lawrence Authority and the Borough and with varying design flow capacities initially allocated for Exeter Authority and the Township, which varying design flow capacities are set forth in Exhibit "B", attached hereto and made a part hereof. The parties further agree that Exeter Authority and the Township, as appropriate, shall have the right to increase the total design flow capacity of any portion or portions of the Interceptor during construction, in which event Exhibit "B" shall be revised to reflect such increased total design flow capacity; Provided, however, that the varying design flow capacities allocated for St. Lawrence Authority and the Borough as set forth in Exhibit "B" shall not be altered without consent of St. Lawrence Authority and the Borough. The capital contribution to be made by St. Lawrence Authority applicable to the Interceptor shall be calculated in the following manner:

A. The capital cost of each section of the Interceptor shown on Exhibit "B", attributable to St. Lawrence Authority and the Borough, shall be calculated separately in the following manner:

(1) The consulting engineers for Exeter Authority, subject to review and approval by the consulting engineers for St. Lawrence Authority, shall determine the estimated Cost of Construction of the section of the Interceptor under consideration.

(2) The ratio which the design flow capacity of the section of the Interceptor under consideration reserved for St. Lawrence Authority and the Borough bears to the total design flow capacity of such section of the Interceptor shall be determined and shall be applied to the estimated Cost of Construction of the section of the Interceptor under consideration determined under (1) above. The result shall equal the capital cost of the section of the Interceptor under consideration attributable to St. Lawrence Authority and the Borough; Provided, however, that such amount shall be subject to adjustment, as appropriate, as hereinafter provided.

B. The capital costs of all sections of the Interceptor attributable to St. Lawrence Authority and the Borough, determined separately under subparagraph A above, shall be added and the total shall equal the capital contribution to be made by St. Lawrence Authority applicable to the Interceptor.

In the event the United States of America, acting through any agency or department, shall make a grant to Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Exeter Sewer System, Exeter Authority's consulting engineers, subject to review and approval by St. Lawrence Authority's consulting engineers, shall determine the portion, if any, of such grant attributable to each section of the Interceptor. The portion, if any, of such grant attributable to the section of the Interceptor under consideration shall be multiplied by the ratio which the design flow capacity of such section of the Interceptor reserved for St. Lawrence Authority and the Borough bears to the total design flow capacity of such section of the Interceptor and the result shall be deducted from the capital cost of the section of the Interceptor under consideration attributable to St. Lawrence Authority and the Borough, as calculated under subparagraph A of this Paragraph 11, it being the intent of the parties that St. Lawrence Authority shall receive a credit for its proportional share of any grant received by Exeter Authority attributable to the section of the Interceptor under consideration.

12. The capital contributions to be made by St. Lawrence Authority to Exeter Authority under Paragraph 10 and Paragraph 11, respectively, shall be payable in full on or before October 1, 1967, subject to final adjustment as hereinafter provided. Exeter Authority and the Township, at their sole option, may extend the date upon which St. Lawrence Authority shall be required to pay such capital contributions.

13. The parties agree that the capital contributions to be made by St. Lawrence Authority attributable to the Sewage Treatment Plant and the Interceptor, respectively, shall be subject to final adjustment within 30 days after receipt by the parties of a certificate of Exeter Authority's consulting engineers certifying that the Exeter Sewer System is complete, all Costs of Construction can be ascertained and, if applicable, that final settlement has been made by Exeter Authority with respect to any grant received by Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Exeter Sewer System. Such adjustment shall be made by recomputing, in accordance with the principles set forth in Paragraph 10 hereof, the amount of the capital contribution attributable to the Sewage Treatment Plant and by recomputing, in accordance with the principles set forth in Paragraph 11 hereof and based upon ratios of design flow capacities as finally constructed, the amount of the capital contribution attributable to the Interceptor, in each instance using actual Costs of Construction, as certified by Exeter Authority's consulting engineers. St. Lawrence Authority with 30 days after final adjustment shall make the appropriate payment of the balance of the capital contributions due to Exeter Authority or, if appropriate, Exeter Authority within 30 days after final adjustment shall make the appropriate refund of any overpayment of the capital contributions made by St. Lawrence Authority.

14. In the event St. Lawrence Authority is unable, for any reason, to make the capital contributions attributable to the Sewage Treatment Plant and the Interceptor to Exeter Authority within the time contemplated by Paragraph 12 hereof, the Borough, in consideration of the reservation of capacity in the Interceptor and the Sewage Treatment Plant as hereinbefore set forth, covenants and agrees to pay to Exeter Authority or the Township, as appropriate, an annual sum, payable at the times hereinafter provided, sufficient to amortize the total amount of such capital contributions and a pro rata portion of all applicable costs

and expenses of financing, calculated in accordance with principles hereinafter set forth.

The parties hereto recognize that if St. Lawrence Authority is unable to make the capital contributions attributable to the Sewage Treatment Plant and the Interceptor to Exeter Authority, such principal sums must be obtained by Exeter Authority from the proceeds of the bond issue initially financing the Exeter Sewer System or wholly or partially from the proceeds of an additional bond issue. The annual sum payable by the Borough to Exeter Authority or the Township, as appropriate, as contemplated by this Paragraph 14, shall be computed by determining the annual cost of amortizing the amount of such capital contributions attributable to the Sewage Treatment Plant and the Interceptor, together with a pro rata portion of all applicable costs and expenses of financing, at the net interest cost and over the stated life of the revenue bond portion of the bond issue or bond issues from which the principal sums equal to such capital contributions and a pro rata portion of all applicable costs and expenses of financing are obtained by Exeter Authority. To such annual cost of amortization shall be added applicable coverage required under the terms of the trust indenture securing such bond issue or bond issues. Such total annual sums shall be payable semiannually on the same dates upon which lease rental payments are payable to Exeter Authority by Township under the appropriate lease and/or supplemental lease relating to such bond issue or bond issues, commencing upon the same date when lease rentals applicable to the principal sum to be amortized shall commence. Such annual payments shall continue until the amount equal to the capital contributions, together with a pro rata portion of all applicable costs and expenses of financing, shall have been fully amortized, applying all coverage to the reduction of debt.

The parties hereto agree that in the event St. Lawrence Authority is unable, for any reason, to make such capital contributions to Exeter Authority

within the time contemplated by Paragraph 12 hereof, they immediately will enter into a supplemental agreement providing in detail for the annual payments contemplated by this Paragraph 14. Such supplemental agreement shall contain a schedule of annual payments to be made by the Borough to Exeter Authority or the Township, as appropriate, based upon a hypothetical bond issue or bond issues conforming as closely as practical with the applicable bond issue or bond issues of Exeter Authority and complying with the principles hereinbefore set forth.

15. Exeter Authority and the Township recognize that because of the payments on account of capital costs to be made by St. Lawrence Authority or the Borough, as appropriate, as hereinbefore provided, St. Lawrence Authority and the Borough, as appropriate, equitably and justly are entitled to individual treatment with respect to the annual charge which shall be paid to Exeter Authority or the Township, as appropriate, for use by St. Lawrence Authority or the Borough, as appropriate, of the Interceptor and the Sewage Treatment Plant.

The parties agree that the annual charge to St. Lawrence Authority or the Borough, as appropriate, for use of the Interceptor and the Sewage Treatment Plant, so long as sewage and wastes from the St. Lawrence Sewer System: (a) shall not exceed, in volume and/or pollution load population equivalents, the capacities allocated for St. Lawrence Authority and the Borough, as hereinbefore provided; and (b) shall not exceed on the average, a strength in terms of B. O. D. equal to 250 milligrams per liter and/or in terms of suspended solids equal to 300 milligrams per liter, shall be determined within 45 days after the close of each Fiscal Year, in accordance with the following:

A. Exeter Authority or the Township, as appropriate, shall determine the total costs and expenses of operation, maintenance and repair of the Interceptor and

the Sewage Treatment Plant during the Fiscal Year under consideration, which total costs and expenses shall not include any amount attributable to debt service requirements with respect to indebtedness, and which costs and expenses shall be determined in accordance with sound and generally accepted engineering and accounting practices.

B. The amount, if any, received by Exeter Authority or the Township, as applicable, during the Fiscal Year under consideration, from any agency, department or body of the Commonwealth of Pennsylvania or the United States of America on account of costs of operating, repairing, maintaining and/or replacing the Interceptor or the Sewage Treatment Plant shall be deducted from the total costs and expenses determined in subparagraph A above to determine the net costs and expenses of operation, maintenance and repair of the Interceptor and the Sewage Treatment Plant during the Fiscal Year under consideration.

C. Exeter Authority or the Township, as appropriate, and St. Lawrence Authority or the Borough, as appropriate, jointly, shall determine the ratio which the total number of Equivalent Dwelling Units discharging sewage and wastes into the St. Lawrence Sewer System during the Fiscal Year under consideration bears

to the total number of all Equivalent Dwelling Units discharging sewage and wastes into the Exeter Sewer System, including sewage and wastes from the St. Lawrence Sewer System, during the Fiscal Year under consideration, which ratio so determined shall be applied to the net costs and expenses of operating, maintaining and repairing the Interceptor and the Sewage Treatment Plant during the Fiscal Year under consideration, as determined in subparagraph B above. The result so obtained shall equal the annual charge to St. Lawrence Authority or the Borough, as appropriate, for use of the Interceptor and the Sewage Treatment Plant during the Fiscal Year under consideration.

St. Lawrence Authority or the Borough, as appropriate, shall make payments on account to Exeter Authority or the Township, as appropriate, on or before April 1, July 1, October 1 and January 1, respectively, of each Fiscal Year for use of the Interceptor and the Sewage Treatment Plant during such Fiscal Year. Each such payment shall represent 1/4 of the annual charge to St. Lawrence Authority or the Borough, as appropriate, for use of the Interceptor and the Sewage Treatment Plant during the preceding Fiscal Year. Payments on account during the first Fiscal Year in which St. Lawrence Authority or the Borough shall use the Interceptor and the Sewage Treatment Plant shall be based upon an estimated annual charge determined by Exeter Authority's consulting engineers in accordance with the principles hereinbefore set forth with respect to final determination of the actual annual charge, and submitted,

in writing, to St. Lawrence Authority and the Borough. Final payment by St. Lawrence Authority or the Borough, as appropriate, or an appropriate refund by Exeter Authority or the Township, as appropriate, shall be made within 10 days after final determination of the actual annual charge for the Fiscal Year under consideration shall have been made, which final payment or appropriate refund shall give effect to payments made on account by St. Lawrence Authority or the Borough, as appropriate, during the Fiscal Year under consideration.

16. Exeter Authority or the Township, as appropriate, shall keep appropriate records and accounts with respect to costs and expenses of operation, maintenance and repair of the Exeter Sewer System so that determinations which shall be necessary under Paragraph 15 can be made promptly, at the required times, with fairness and accuracy. Such records and accounts shall be open to inspection by St. Lawrence Authority and the Borough, upon reasonable notice, at reasonable times. Certified audits of appropriate records and accounts of Exeter Authority or the Township, as appropriate, with respect to the Exeter Sewer System shall be made available to St. Lawrence Authority and the Borough annually.

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

17. In the event that the total discharge of sewage and wastes from either the St. Lawrence Sewer System or the Exeter Sewer System (excluding discharge made into the Exeter Sewer System from the St. Lawrence Sewer

System) shall exceed in volume and/or pollution load population equivalents the capacities allocated to the respective parties hereto in the Interceptor and in the Sewage Treatment Plant, as applicable, as hereinbefore set forth, the parties agree that they will negotiate in good faith with respect to appropriate methods of providing additional capacity or reallocation of existing capacity and for any appropriate additional payments or credits by reason thereof. In the event that the parties shall fail to agree with respect to provisions of additional capacity or reallocation of existing capacity and appropriate payments or credits therefor, St. Lawrence Authority and the Borough shall continue to have the right to discharge sewage and wastes from the St. Lawrence Sewer System into the Exeter Sewer System in an amount not exceeding the applicable capacities allocated for St. Lawrence Authority and the Borough, as hereinbefore provided.

In the event the Commonwealth of Pennsylvania shall require a higher degree of sewage treatment than that contemplated by the plans and specifications for construction of the Sewage Treatment Plant or in the event the average strength of sewage and wastes from the St. Lawrence Sewer System shall exceed the strength limitations on such sewage and wastes hereinbefore set forth, the parties agree that they will negotiate in good faith with respect to appropriate methods of financing required work on the Sewage Treatment Plant and/or appropriate adjustments in the annual payments by St. Lawrence Authority or the Borough, as appropriate.

18. St. Lawrence Authority and the Borough agree that the rules and regulations to be adopted governing the installation of laterals connecting properties in the Borough to the St. Lawrence Sewer System shall be at least as stringent as requirements for like installations to be adopted by Exeter Authority or the Township, as appropriate.

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

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

19. The Borough grants to Exeter Authority and the Township, respectively, and their respective successors and assigns, all easements, rights of way and other rights necessary and desirable in, along, over and under streets, roads, lanes, courts, public squares, alleys and highways of the Borough in, along, over or under which the Exeter Sewer System will be constructed as shown on the plan attached hereto, made a part hereof and marked as Exhibit "A", together with free ingress, egress and regress therein and thereto, along with other persons having interests or rights therein, for use in connection with constructing, replacing, repairing, altering, maintaining and operating the Exeter Sewer System. Exeter Authority or the Township, as appropriate, shall repair or restore such streets, roads, lanes, courts, public squares, alleys and highways of the Borough in accordance with the standards of the Pennsylvania Department of Highways with respect to similar repair of comparably constructed state highways, and shall maintain said streets, roads, lanes, courts, public squares, alleys and highways for a period of one (1) year after such repair or restoration.

20. St. Lawrence Authority and the Borough, as appropriate, shall provide authorized representatives of Exeter Authority or the Township with access at reasonable times to the manholes with measuring devices preceding the points of connection of the St. Lawrence Sewer System to the Exeter Sewer System, in order to assure compliance with the terms of this Agreement, including, access for waste sampling and measurement.

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

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

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

21. Exeter Authority and the Township, as appropriate, covenant and agree that they will:

(a) Maintain the Exeter Sewer System in good repair, working order and condition;

(b) Continuously operate the same;

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

(d) Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Sanitary Water Board of the Pennsylvania Department of Health or any other governmental body having jurisdiction.

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

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

(b) Continuously operate the same;

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

(d) Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Sanitary Water Board of the Pennsylvania Department of Health or any other governmental body having jurisdiction.

23. Exeter Authority and the Township may enter into any new or additional agreement concerning transportation, treatment and disposal by

Exeter Authority or the Township, as appropriate, of sewage and wastes from any other municipality; Provided, however, that no such new or additional agreement shall impair the ability of Exeter Authority or the Township, as appropriate, to receive, transport, treat and dispose of sewage and wastes collected in the St. Lawrence Sewer System in accordance with the terms of this Agreement.

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

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

26. The Agreement between the parties hereto dated as of May 1, 1965, shall be and is declared to be null and void.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized appropriate officers and their respective seals to be affixed hereunto, all as of the day and year first above written.

EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

By: W. William White
Chairman

ATTEST:

Raymond L. Kent
Secretary
(SEAL)

TOWNSHIP OF EXETER,
Berks County, Pennsylvania

By: Robert J. ...
Chairman of Board of Supervisors

ATTEST:

James E. Mahon
Secretary
(SEAL)

ST. LAWRENCE BOROUGH AUTHORITY

By: ...
Chairman

ATTEST:

Patricia B. ...
Secretary
(SEAL)

BOROUGH OF ST. LAWRENCE,
Berks County, Pennsylvania

By: ...
Mayor
By: ...
President of Council

ATTEST:

...
Secretary
(SEAL)

EXHIBIT B

Exeter Township, Berks County, Authority

SEWER SYSTEM INTERCEPTOR

<u>Section</u>	<u>Description & Location (2)</u>	<u>Design Flow Capacity Allocations (1)</u>					
		<u>Exeter Township</u>		<u>St. Lawrence Borough</u>		<u>Total</u>	
		<u>mgd(3)</u>	<u>%</u>	<u>mgd(3)</u>	<u>%</u>	<u>mgd(3)</u>	<u>%</u>
1	Influent Line STP to MH 1	9.52	93	0.71	7	10.23	100
2	Schuylkill River Interceptor MH 1 to MH 15	7.69	92	0.71	8	8.40	100
3	Antietam Creek Trunk 15 to 154	3.40	83	0.71	17	4.11	100
4	154 to 157	3.37	82	0.71	18	4.08	100
5	157 to 162A	3.17	82	0.71	18	3.88	100
6	162A to 166	2.89	80	0.71	20	3.60	100
7	166 to 167	2.35	77	0.71	23	3.06	100
8	167 to 181	2.11	75	0.71	25	2.82	100
9	181 to 190	2.05	74	0.71	26	2.76	100
10	190 to 193A	2.04	74	0.71	26	2.75	100
11	193A to 203	1.47	67	0.71	33	2.18	100
12	203 to 204	1.48	72	0.58	28	2.06	100
13	204 to 208	1.34	70	0.58	30	1.92	100
14	208 to 210	1.09	65	0.58	35	1.67	100
15	210 to 213	1.09	77	0.33	23	1.42	100
16	213 to 219 ^A	1.09	78	0.31	22	1.40	100
17	219 ^A to 219 ^B	0.48	61	0.31	39	0.79	100

(1) Peak flow rate
 (2) Refer to Exhibit A
 (3) Million gallons per day

Borough Exhibit 2

FIRST SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of April 1, 1978 (the "First Supplemental Agreement"), between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY and the TOWNSHIP OF EXETER, Berks County, Pennsylvania, parties of the first part, on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY and the BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania, parties of the second part, on the other hand.

WITNESSETH:

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

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

WHEREAS, The Borough and St. Lawrence Authority heretofore determined that the most efficient and practical method of providing sewage collection and treatment facilities for the Borough was for St. Lawrence Authority to construct the St. Lawrence Sewer System and to connect the St. Lawrence Sewer System to the Exeter Sewer System, so that sewage and wastes collected in the St. Lawrence Sewer System could be discharged into the Exeter Sewer System for transportation, treatment and ultimate disposal; and

WHEREAS, Following the establishment of new water quality criteria, the Pennsylvania Department of Environmental Resources ordered Exeter Authority to upgrade the degree of treatment at the Sewage Treatment Plant; and

WHEREAS, In order to comply with the order of the Pennsylvania Department of Environmental Resources, Exeter Authority has determined to undertake the Improvement Project; and

WHEREAS, The Original Agreement provides in Paragraph 17 that in the event the Commonwealth of Pennsylvania shall require a higher degree of treatment at the Sewage Treatment Plant, the parties hereto shall enter into an appropriate amendment to the Original Agreement in order to provide for appropriate financing of the required work.

NOW, THEREFORE, Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand, for and in consideration of covenants and agreements herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

1. The terms and phrases used herein shall have the meanings specified in the Original Agreement and herein.

The following terms and phrases, for the purposes of this First Supplemental Agreement, shall have the following meanings, unless the context clearly otherwise requires:

"Cost of Construction" shall mean the actual cost or the estimated cost, as applicable, of the Improvement Project, calculated in the following manner:

A. The amount actually paid or estimated to be paid, as applicable, under the contracts for construction of the Improvement Project shall be determined.

B. All actual or estimated engineering, inspection, administration, legal and miscellaneous costs and expenses, as applicable,

attributable under sound accounting and engineering practice to construction, but not financing, of the Improvement Project shall be determined.

C. All actual or estimated costs and expenses, as applicable, of acquiring land, rights of way, privileges, rights, licenses, easements and other interests in real property, including, without intending to limit the generality of the foregoing, legal, engineering, surveying and related costs and expenses, directly attributable to the Improvement Project shall be determined.

D. The sums determined in subparagraphs A, B and C above shall be added and the total of such sums shall represent the actual "Cost of Construction" or the estimated "Cost of Construction", as applicable, of the Improvement Project.

"Improvement Project" shall mean additions, alterations and improvements to the Sewage Treatment Plant, which construction shall be in accordance with the plans

and specifications prepared by the firm of Gannett Fleming Corddry and Carpenter, Inc., Consulting Engineers, Harrisburg, Pennsylvania, or by and in accordance with approved changes, modifications and alterations of such plans and specifications.

"Original Agreement" shall mean the Agreement, dated as of February 1, 1967, between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand.

2. Exeter Authority covenants to construct the Improvement Project in accordance with plans and specifications prepared by the firm of Gannett Fleming Corddry and Carpenter, Inc., Consulting Engineers, Harrisburg, Pennsylvania, or in accordance with such changes or modifications, which do not make substantial changes in such plans and specifications and in accordance with Water Quality Permit No. 0675402, dated July 31, 1975, obtained from the Pennsylvania Department of Environmental Resources.

Exeter Authority covenants to use its best efforts to complete construction of the Improvement Project within 730 days after notice to proceed is given to the contractors awarded contracts to construct the same.

3. The parties agree that the Sewage Treatment Plant, as modified by the Improvement Project, has been designed for flows and pollution load population equivalents allocated to St. Lawrence as follows:

FLOWS

Million Gallons Per Day

St. Lawrence

Average Daily Flow	0.15
--------------------	------

POLLUTION LOAD POPULATION EQUIVALENTS-PERSONS

St. Lawrence

B.O.D. (based upon 0.167 pounds per capita per day)	1,500
---	-------

Suspended Solids (based upon 0.20 pounds per day)	1,500
---	-------

The parties further agree that in consideration of the construction by Exeter Authority of the Improvement Project, St. Lawrence Authority will make a capital contribution to Exeter Authority, which capital contribution will be calculated in the following manner:

A. The consulting engineers for Exeter Authority, subject to review and approval by the consulting engineers for St. Lawrence

Authority, shall determine the estimated Cost of Construction of the Improvement Project.

B. The ratio which the design flow capacity of the Sewage Treatment Plant, as modified by the Improvement Project, reserved for St. Lawrence Authority and the Borough, i.e., 0.15 MGD, bears to the total design flow capacity of the Sewage Treatment Plant, as modified by the Improvement Project, i.e., 2.4 MGD, shall be determined and shall be applied to the estimated Cost of Construction of the Improvement Project. The result shall equal the capital contribution to be made by St. Lawrence Authority applicable to the Improvement Project; Provided, however, that such capital contribution shall be subject to adjustment, as appropriate, as hereinafter provided.

In the event the United States of America, acting through any agency or department, shall make a grant to Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Improvement Project, Exeter Authority's consulting engineers, subject to

review and approval by St. Lawrence Authority's consulting engineers, shall determine the portion of the grant attributable to the Improvement Project. The portion of such grant attributable to the Improvement Project shall be multiplied by the ratio which the design flow capacity of the Sewage Treatment Plant, as modified by the Improvement Project, reserved for St. Lawrence Authority and the Borough bears to the total design flow capacity of the Sewage Treatment Plant, as modified by the Improvement Project, and the result shall be deducted from the capital contribution to be made by St. Lawrence Authority, as calculated in the manner hereinbefore set forth in this Paragraph 3, it being the intent of the parties that St. Lawrence Authority shall receive a credit for its proportional share of any grant received by Exeter Authority attributable to the Improvement Project.

4. The capital contribution to be made by St. Lawrence Authority to Exeter Authority under Paragraph 3 hereof shall be payable in full on or before June 1, 1978, subject to final adjustment as hereinafter provided. Exeter Authority and the Township, at their sole option, may extend the date upon which St. Lawrence Authority shall be required to pay such capital contribution.

5. The parties agree that the capital contribution to be made by St. Lawrence Authority attributable to the Improvement

Project shall be subject to final adjustment within 30 days after receipt by the parties of a certificate of Exeter Authority's consulting engineers certifying that the Improvement Project is complete, at which time all Costs of Construction can be ascertained and, if applicable, that final settlement has been made by Exeter Authority with respect to any grant received by Exeter Authority for application for and toward payment of a portion of the costs and expenses of construction of the Improvement Project. Such adjustment shall be made by recomputing, in accordance with the principles set forth in Paragraph 3 hereof, and after giving credit to St. Lawrence Authority for any interest earned by Exeter Authority by reason of investment of the capital contribution made by St. Lawrence Authority pursuant to Paragraph 3 hereof, the amount of St. Lawrence Authority's capital contribution attributable to the Improvement Project using the actual Cost of Construction, as certified by Exeter Authority's consulting engineers, subject to review and approval by St. Lawrence Authority's consulting engineers. St. Lawrence Authority within 30 days after final adjustment shall make the appropriate payment of the balance of the capital contribution due to Exeter Authority or, if appropriate, Exeter Authority within 30 days after final adjustment shall make the appropriate refund of any overpayment of the capital contribution made by St. Lawrence Authority.

6. This First Supplemental Agreement, being a supplement to the Original Agreement, shall be construed as a part of the Original Agreement.

All terms, conditions, covenants and agreements of the Original Agreement, unless the context clearly otherwise requires and, except to the extent that the same are amended and/or supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this First Supplemental Agreement, all as shall be applicable and appropriate, as if the same were repeated in full herein; Provided, however, that provisions of the Original Agreement always shall be construed so as to give proper effect and meaning to provisions of this First Supplemental Agreement.

7. This First Supplemental Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be executed by their duly authorized appropriate officers and their respective seals to be affixed hereunto, all as of the day and year first above written.

ATTEST:

EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

[Signature]
Asst Secretary

By: *[Signature]*
Chairman

(SEAL)

ATTEST:

TOWNSHIP OF EXETER,
Berks County, Pennsylvania

[Signature]
Secretary

By: *[Signature]*
Chairman of Board
of Supervisors

(SEAL)

ATTEST:

ST. LAWRENCE BOROUGH AUTHORITY

[Signature]
Secretary

By: *[Signature]*
Chairman

(SEAL)

ATTEST:

BOROUGH OF ST. LAWRENCE,
Berks County, Pennsylvania

[Signature]
Secretary

By: *[Signature]*
Mayor

By: *[Signature]*
President of Council

(SEAL)

Borough Exhibit 3

SECOND SUPPLEMENTAL AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT, dated as of August 15, 1982 (the "Second Supplemental Agreement"), between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY and the TOWNSHIP OF EXETER, Berks County, Pennsylvania, parties of the first part, on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY and the BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania, parties of the second part, on the other hand.

WITNESSETH:

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

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

RECEIVED
OCT 7 1982

F SPOTTS, STEVENS
Fland-McCOY, Inc.
AGREEMENT

WHEREAS, The Borough and St. Lawrence Authority heretofore determined that the most efficient and practical method of providing sewage collection and treatment facilities for the Borough was for St. Lawrence Authority to construct the St. Lawrence Sewer System and to connect the St. Lawrence Sewer System to the Exeter Sewer System, so that sewage and wastes collected in the St. Lawrence Sewer System could be discharged into the Exeter Sewer System for transportation, treatment and ultimate disposal; and

WHEREAS, The Borough and St. Lawrence Authority have indicated to Exeter Authority and the Township a desire for an increase in the flows and pollution load population equivalents allocated to the Borough and St. Lawrence Authority under the Original Agreement, as amended and supplemented by the First Supplemental Agreement; and

WHEREAS, The Original Agreement provides in Paragraph 17 that the parties to the Original Agreement reserve the right to agree with respect to reallocation of existing capacity in the Sewage Treatment Plant and appropriate payments by reason thereof.

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

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

1. The terms and phrases used herein shall have the meanings specified in the Original Agreement, the First Supplemental Agreement and herein.

The following terms and phrases, for the purposes of this Second Supplemental Agreement, shall have the following meanings, unless the context clearly otherwise requires:

"First Supplemental Agreement" shall mean the First Supplemental Agreement, dated as of April 1, 1978, between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand.

"Original Agreement" shall mean the Agreement, dated as of February 1, 1967, between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand.

2. The parties agree that flows and pollution load population equivalents in the existing Sewage Treatment Plant shall hereafter be allocated to St. Lawrence Authority and the Borough as follows:

FLOWS

Million Gallons Per Day

St. Lawrence

Average Daily Flow

0.308

POLLUTION LOAD POPULATION EQUIVALENTS-PERSONS

St. Lawrence

B.O.D. (based upon
0.167 pounds per capita
per day)

3,080

Suspended Solids (based
upon 0.20 pounds per
day)

3,080

The parties further agree that in consideration of re-allocation of capacity in the Sewage Treatment Plant for the Borough and St. Lawrence Authority from 0.15 m.g.d. to 0.208 m.g.d., the Borough and/or St. Lawrence shall pay to Exeter Authority a lump sum capital contribution of \$16,892, payable in full within 30 days of execution hereof by St. Lawrence Authority and the Borough.

The parties further agree that in further consideration of the reallocation of capacity in the Sewage Treatment Plant for the Borough and St. Lawrence Authority, from 0.208 m.g.d. to 0.308 m.g.d., the Borough shall pay to the Township an annual sum of \$9,590, payable semiannually on February 5 and August 5 of each

year, in equal installments of \$4,705 each, beginning February 5, 1983, to and including August 5, 2012.

3. The parties agree that the obligations with respect to the capital contributions to be made by St. Lawrence Authority pursuant to Paragraphs 10 and 11 of the Original Agreement, upon payment of the amount set forth in second paragraph of Paragraph 2 hereof, shall be deemed to be satisfied in full by the parties hereto.

4. The parties hereto agree that at such time or times as the Sewage Treatment Plant is rerated for its treatment capacity by any state or Federal agency having jurisdiction and authority to rerate the capacity in the Sewage Treatment Plant, the Borough and the St. Lawrence Authority shall automatically be entitled to an increase in their allocated capacity in the Sewage Treatment Plant, said increase to be determined by their percentile interest in the Sewage Treatment Plant as specified in Paragraph 2 above, as presently rated and as related to the total capacity in the Sewage Treatment Plant.

5. The parties hereto agree that the Borough and St. Lawrence Authority are granted sufficient capacity (0.308 m.g.d.) in the Interceptor so that there will be adequate capacity to transport from the St. Lawrence Sewer System to the Exeter Sewer System the increased capacity in the Sewage Treatment Plant granted herein.

6. This Second Supplemental Agreement, being a supplement to the Original Agreement, as amended and supplemented by the First Supplemental Agreement, shall be construed as a part of the Original Agreement, as amended and supplemented by the First Supplemental Agreement.

All terms, conditions, covenants and agreements of the Original Agreement, as amended and supplemented by the First Supplemental Agreement, unless the context clearly otherwise requires and, except to the extent that the same are amended and/or supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this Second Supplemental Agreement, all as shall be applicable and appropriate, as if the same were repeated in full herein; Provided, however, that provisions of the Original Agreement, as amended and supplemented by the First Supplemental Agreement, always shall be construed so as to give proper effect and meaning to provisions of this Second Supplemental Agreement.

7. This Second Supplemental Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Agreement to be executed by their duly authorized appropriate officers and their respective seals to be affixed hereunto, all as of the day and year first above written.

ATTEST:

EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

Secretary

By: _____
Chairman

(SEAL)

ATTEST:

TOWNSHIP OF EXETER,
Berks County, Pennsylvania

Secretary

By: _____
Chairman of Board
of Supervisors

(SEAL)

ATTEST:

ST. LAWRENCE BOROUGH AUTHORITY

Secretary

By: _____
Chairman

(SEAL)

ATTEST:

BOROUGH OF ST. LAWRENCE,
Berks County, Pennsylvania

Secretary

By: _____
Mayor

(SEAL)

By: _____
President of Council

Borough Exhibit 4

THIRD SUPPLEMENTAL AGREEMENT

THIS THIRD SUPPLEMENTAL AGREEMENT dated the 20th day of ~~JANUARY~~, 1992 ("Third Supplemental Agreement"), between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY (the "Exeter Authority"), and the TOWNSHIP OF EXETER (the "Township"), Berks County, Pennsylvania, parties of the first part on the one hand, and ST. LAWRENCE BOROUGH AUTHORITY (the "St. Lawrence Authority") and the BOROUGH OF ST. LAWRENCE (the "Borough"), Berks County, Pennsylvania, parties of the second part on the other hand.

W I T N E S S E T H:

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

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

WHEREAS, the Borough and St. Lawrence Authority heretofore determined that the most efficient and practical method of providing sewage collection and treatment facilities for the Borough was for St. Lawrence Authority to construct the St. Lawrence Sewer System and to connect said system to the Exeter Sewer System so that sewage and wastes collected in the St. Lawrence Sewer System could be discharged into the Exeter Sewer System for transportation, treatment and ultimate disposal; and

WHEREAS, the parties have previously entered into an agreement providing for the treatment of the sewage of the Borough and St. Lawrence Authority by Exeter Authority and Township dated the 1st day of February, 1967 (the "Original Agreement"), as amended by a first supplement to the Original Agreement dated the 1st day of April, 1978 (the "First Supplemental Agreement"); and

WHEREAS, the parties previously executed a second supplement to the Original Agreement dated the 15th day of August 1982 (the "Second Supplemental Agreement") but the enforceability of such Second Supplemental is now in question; and

WHEREAS, as the result of a re-rating of the Exeter Township Sewage Treatment Plant (the "Sewage Treatment Plant"), the Exeter Authority and the Township have been able to increase

the amount of sewage which can be treated thereat by the installation of certain minor additions or improvements at the Sewage Treatment Plant; and

WHEREAS, the Borough and St. Lawrence Authority have elected to increase their share of the capacity at the Sewage Treatment Plant by paying to Exeter Authority and/or Township their share of the costs of the aforesaid additions or improvements; and

WHEREAS, the parties desire to enter into this Third Supplemental Agreement pending the negotiation and execution of a revised and restated treatment agreement upon the completion of certain additional upgrading and expansion of the Exeter Treatment Plant.

NOW, THEREFORE, Exeter Authority and the Township, on one hand, and the St. Lawrence Authority and the Borough, on the other hand, for and in consideration of the covenants and agreements contained herein, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

1. The terms and phrases used herein shall have the meanings specified in the Original Agreement and the First Supplemental Agreement.

The following terms and phrases, for the purposes of this Third Supplemental Agreement, shall have the following meanings, unless the context clearly otherwise requires:

"First Supplemental Agreement" shall mean the first supplemental agreement dated as of April 1, 1978 between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand.

"Original Agreement" shall mean the agreement, dated as of February 1, 1967 between Exeter Authority and the Township, on one hand, and the St. Lawrence Authority and the Borough, on the other hand.

"Second Supplemental Agreement" shall mean the second supplemental agreement dated as of August 15, 1982 between Exeter Authority and the Township, on the one hand, and St. Lawrence Authority and the Borough, on the other hand, the enforceability of which agreement is currently in question.

2. The parties agree that flows and pollution load population equivalents in the Sewage Treatment Plant shall, pending the execution of a revised and restated treatment agreement, be allocated to St. Lawrence Authority and the Borough as follows:

FLOWS

	<u>MILLION GALLONS PER DAY</u> <u>ST. LAWRENCE</u>
AVERAGE DAILY FLOW	0.462
<u>POLLUTION LOAD POPULATION EQUIVALENTS - PERSONS</u> <u>ST. LAWRENCE</u>	
B.O.D. (based upon 0.167 pounds per capita per day)	2,766
Suspended Solids (based upon 0.20 pounds per day)	2,758

The parties recognize that the flows from St. Lawrence Authority and the Borough are currently exceeding the above listed Pollution Load Population Equivalents for BOD and Suspended Solids. However, Exeter Authority and Township agree to treat such excess of BOD and Suspended Solids up to Pollution Load Population Equivalents - Persons of 4,620 for both BOD and Suspended Solids, at no additional cost to St. Lawrence Authority or Borough, until such time as the Exeter Treatment plant is upgraded and expanded, at which time St. Lawrence Authority and Borough agree to purchase additional BOD and Suspended Solids capacity if required to bring their capacity into compliance with their needs at that time.

The parties further agree that in consideration of the allocation of flow capacity in the re-rated Sewage Treatment Plant for the Borough and St. Lawrence Authority from 0.15 mgd (the amount specified in the First Supplemental Agreement) to .462 mgd, the Borough and/or the St. Lawrence Authority previously paid the sum of \$16,892.00 on or about August 1982 (as specified in the Second Supplemental Agreement), receipt of which is hereby acknowledged, and shall pay to Exeter Authority an additional lump sum capital contribution of \$11,032.00, payable in full within thirty (30) days from the execution hereof by St. Lawrence Authority and the Borough.

The parties further acknowledge that in consideration for said reallocation of capacity Borough shall continue to pay, and has paid since 1983 (as specified in the Second Supplemental Agreement), to the Township an annual sum of \$9,590.00 payable semiannually on February 5 and August 5 of each year, in equal installments of \$4,795.00 each until and including August 5, 2012.

3. The parties agree, upon payment of the amount set forth in the second and third paragraphs of Paragraph 2 hereof, that the obligations with respect to the capital contribution to

be made by St. Lawrence Authority pursuant to paragraph 10 and 11 of the Original Agreement, as amended, shall be deemed to be satisfied in full by the parties hereto.

4. The parties hereto agree that at such time or times as the Sewage Treatment Plant is re-rated for its treatment capacity by any state or federal agency having jurisdiction and authority to re-rate the capacity in the Sewage Treatment Plant, the Borough and St. Lawrence Authority shall automatically be entitled to an increase in their allocated capacity in the Sewage Treatment Plant, said increase to be determined for flow purposes by their percentile interest in the Sewage Treatment Plant as specified in Paragraph 2 above, as presently rated and as related to the total capacity in the Sewage Treatment Plant and for Pollution Load Population Equivalent by their percentile interest in the Sewage Treatment Plant as specified in Paragraph 2 above, as presently rated and as related to the total Pollution Load capacity in the Sewage Treatment Plant.

5. The parties agree that at such time as all necessary information and documentation is available for the additional improvements to and expansion of the Sewage Treatment Plant, the parties in good faith shall commence negotiating a revised and restated treatment agreement, which shall revoke the Original Agreement and all supplements thereto previously executed, and which shall provide among other things for the payment of treatment charges based on actual flow and the amount to be paid by St. Lawrence Authority or Borough to Exeter Authority or Township for any increased capacity needs of St. Lawrence Authority and Borough for BOD and Suspended Solids purposes, as specified in paragraph 2 hereof. Such charges shall be calculated basically as specified in Exhibit A attached hereto and made a part hereof. Provided, however, the parties further agree said revised and restated agreement shall provide, assuming the Borough and St. Lawrence decide not to purchase any increased flow capacity in the upgraded treatment plant, that Borough and St. Lawrence Authority be guaranteed .462 mgd for flow purposes and if they decide to purchase additional BOD and Suspended Solids capacity that they so guaranteed 4,620 B.O.D. (based upon 0.167 pounds per capita per day) and 4,620 Suspended Solids (based upon 0.20 pounds per day) for Pollution Load Population Equivalents - Persons purposes. Said revised and restated treatment agreement shall be executed by all parties within six (6) months of the issuance of a completion certificate by the Exeter Authority Engineer.

6. This Third Supplemental Agreement, being a supplement to the Original Agreement, as amended and supplemented by the First Supplemental Agreement shall be construed as a part of the Original Agreement, as amended and supplemented by the First Supplemental Agreement.

All terms, conditions, covenants and agreements of the Original Agreement, as amended and supplemented by the First Supplemental Agreement unless the context clearly otherwise requires, except to the extent that same are amended and/or supplemented hereby, are ratified and confirmed and declared to be and shall be and remain in full force and effect and shall apply in all respects to this Third Supplemental Agreement, all as shall be applicable and appropriate, as if the same were repeated in full herein; provided, however, that the provisions of the Original Agreement, as amended, and supplemented by the First Supplemental Agreement, always shall be construed as to give proper effect and meaning to provisions of this Third Supplemental Agreement.

7. This Third Supplemental Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be executed by their duly authorized appropriate officers and their respective seals to be affixed thereto, all as of the day and year first above written.

EXETER TOWNSHIP, BERKS COUNTY,
AUTHORITY

By [Signature]

Attest: [Signature]

TOWNSHIP OF EXETER

By [Signature]

Attest: [Signature]

ST. LAWRENCE BOROUGH AUTHORITY

By [Signature]

Attest: [Signature]

BOROUGH OF ST. LAWRENCE

By [Signature]

Attest: [Signature]

EXHIBIT A
EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY
Wastewater Treatment Plant Expansion

Estimated Project Cost Allocation

10/01/91

	--- Estimated General Construction Cost (\$) (1/91) ---					----- Percentage (%) -----				
	Flow	BOD	SS	NH3-N	Total	Flow	BOD	SS	NH3-N	Total
1. Clearing and Grubbing	\$34,200	\$34,200	\$34,200	\$11,400	\$114,000	30	30	30	10	100
2. Paving and Site Work	82,800	82,800	82,800	27,600	276,000	30	30	30	10	100
3. Land Scaping and Fencing	28,800	28,800	28,800	9,600	96,000	30	30	30	10	100
4. Yard Piping	487,350	270,750	270,750	54,150	1,083,000	45	25	25	5	100
5. Distribution Boxes	133,650	74,250	74,250	14,850	297,000	45	25	25	5	100
6. Pumping Station Expansion	670,000	0	0	0	670,000	100	0	0	0	100
7. Meter Pit	45,450	25,250	25,250	5,050	101,000	45	25	25	5	100
8. Grit and Electrical Building	464,800	29,050	87,150	0	581,000	80	5	15	0	100
9. Primary Settling Tanks (2) & Sludge PS	864,800	0	216,200	0	1,081,000	80	0	20	0	100
10. Aeration Tanks (2)	315,200	1,103,200	0	157,600	1,576,000	20	70	0	10	100
11. Final Clarifier & Sludge PS	405,500	121,650	243,300	40,550	811,000	50	15	30	5	100
12. Chlorine Contact Tanks	194,000	0	0	0	194,000	100	0	0	0	100
13. Blower Building & Workshop	0	473,600	0	118,400	592,000	0	80	0	20	100
14. Instrumentation	91,350	78,300	78,300	13,050	261,000	35	30	30	5	100
15. Utility Building	63,700	54,600	54,600	9,100	182,000	35	30	30	5	100
16. Locker Room Addition and Conversion of Garage to Offices	14,100	14,100	14,100	4,700	47,000	30	30	30	10	100
17. Laboratory Expansion	1,800	1,800	1,800	600	6,000	30	30	30	10	100
18. Primary Digester and Control House	0	329,000	564,000	47,000	940,000	0	35	60	5	100
19. Belt Filter Presses (2) and Related Equipment	0	188,300	322,800	26,900	538,000	0	35	60	5	100
Subtotals	\$3,897,500	\$2,909,650	\$2,098,300	\$540,550	\$9,446,000	41	31	22	6	100
Contingency (10%)	390,000	291,000	210,000	54,000	945,000					
Subtotals	4,287,500	3,200,650	2,308,300	594,550	10,391,000					
Plumbing, HVAC & Elect. (15%)	643,000	480,000	346,000	89,000	1,558,000					
Estimated Total Construction Costs	4,930,500	3,680,650	2,654,300	683,550	11,949,000					
Project Related Costs (Design, inspection, start-up, legal, bond issuance costs, permits) 35% of Construction Cost	1,726,000	1,288,000	929,000	239,000	4,182,000					
Estimated Total Project Costs	\$6,656,500	\$4,968,650	\$3,583,300	\$922,550	\$16,131,000					

Additional Plant Loadings:

Flow (mgd)	3.4 (7.0-3.6)
BOD (ppd)	5,400 (9,000-3,600)
SS (ppd)	4,700 (9,000-4,300)
NH3-N (ppd)	480 (990-510), @17 mg/l

Cost Breakdown:

Flow	\$1,958 /1000 gal
BOD	\$92,012 /100 pounds
SS	\$76,240 /100 pounds
NH3-N	\$192,198 /100 pounds



RHODA, STOUTD & BRADLEY
LAW OFFICES

ROBERT H. KAUFFMAN
D. FREDERICK MUTH
NORMAN E. DETTRA, JR.
GEOFFREY M. STOUTD
FRANCIS M. MULLIGAN
JOHN C. BRADLEY, JR.
JERRY R. RICHWINE
GEORGE J. SHOOP
TIMOTHY G. DIETRICH
JEFFREY L. SCHMEHL
JOHN J. SPEICHER
ROBERT R. KREITZ
PHILIP J. EDWARDS
RALLI E. HOLDEN
RONALD E. CIRBA
STEPHEN J. PALOPOLI, III
SHERRI L. PALOPOLI
JOHN T. ADAMS

SIXTH FLOOR
THE BERKSHIRE
501 WASHINGTON STREET
BOX 877
READING, PENNSYLVANIA 19603-0877
TEL (215) 374-8293
FAX (215) 374-6061

JAMES W. STOUTD OF COUNSEL
DAWSON H. MUTH OF COUNSEL
JOHN S. RHODA 1936-1968
JOHN C. BRADLEY 1946-1984

KUTZTOWN OFFICE
MAIN & NOBLE STREETS
(215) 683-8677

BIRDSBORO OFFICE
341A WEST MAIN STREET
(215) 582-4307

FLEETWOOD OFFICE
42 WEST MAIN STREET
(215) 944-6334

OLEY OFFICE
MAIN STREET
(215) 987-3277

OUR FILE NO.
100389-1

February 19, 1992

Frederick L. Reigle, Esquire
3506 Perkiomen Avenue
P. O. Box 4010
Reading, PA 19606

Re: Township of Exeter, Exeter Township Authority,
St. Lawrence Borough and St. Lawrence Borough
Authority - Third Supplemental Agreement

Dear Fred:

Enclosed please find two (2) fully executed copies of the Third Supplemental Agreement involving the above parties. The Borough stands ready at any time to arrange further discussions on the ongoing sewer issues involving the municipalities.

Very truly yours,

RHODA, STOUTD & BRADLEY

GEOFFREY M. STOUTD, ESQUIRE

GMS/dlh
Enclosures
cc: James M. Snyder, Esquire

Borough Exhibit 5

AGREEMENT

THIS AGREEMENT, dated as of May 8

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

Sewer System

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

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

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

ARTICLE III

Service Availability and Conditions

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

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

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

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

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

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

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

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

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

The Township shall cause the Sewage Treatment Plant flow monitoring equipment

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

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

	<u>Million Gallons Per Day</u>		
	<u>St. Lawrence</u>	<u>Exeter</u>	<u>Total</u>
Average Daily Flow	0.462	6.638	7.1

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

Sharing of Costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) maintain the St. Lawrence Sewer System in good repair, working order, and condition;
- (b) continuously operate the same;
- (c) from time to time make all necessary repairs, renewals, and replacements thereof and all improvements thereto in order to maintain adequate service; and
- (d) comply with all present and future laws, rules, regulations, permits, orders, and requirements lawfully made by the Pennsylvania Department of Environmental Protection or any other governmental body having jurisdiction.

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

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

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

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

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

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

EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY

ATTEST:

Eva M. Wald
Secretary

By: L. J. Dreyer
Chairman

(SEAL)

TOWNSHIP OF EXETER, Berks County, Pennsylvania

ATTEST:

Froyd B. ...
Secretary

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

(SEAL)

ST. LAWRENCE BOROUGH AUTHORITY

ATTEST:

M. K. Reichard
Secretary

By: Harold C. Wiegman MS
Chairman

(SEAL)

BOROUGH OF ST. LAWRENCE, Berks County, Pennsylvania

Attest

M. K. Reichard
Secretary

By: John C. Tedelone
Mayor

By: Warren ...
President of Counsel

(SEAL)

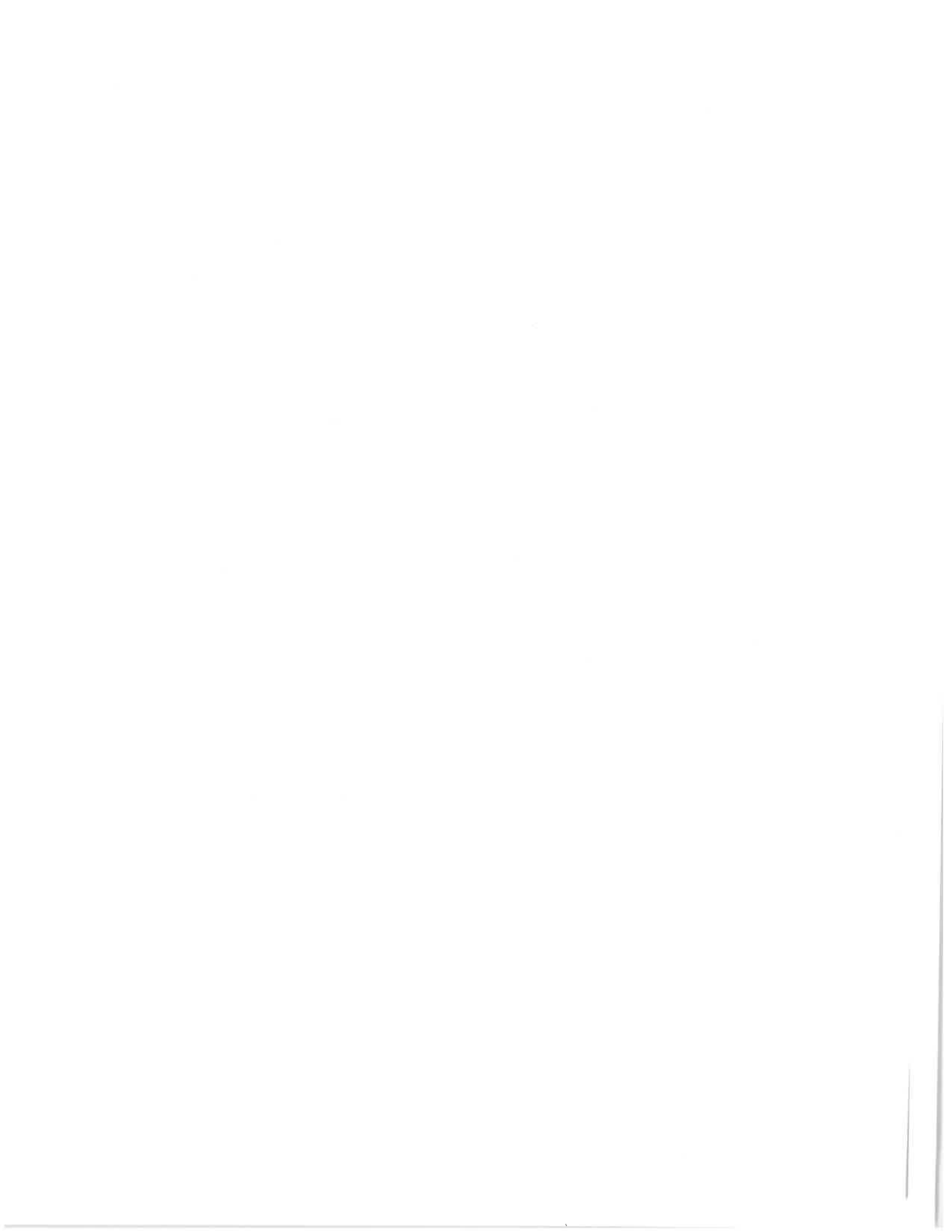


EXHIBIT B
EXPANSION AND ALTERATIONS TO THE WASTEWATER TREATMENT PLANT
CONTRACT ONE COST ALLOCATIONS

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

EXHIBIT C

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

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

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

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

- Project Related Costs

• Design and Construction Phase Engineering Services		\$3,080,800
• Start Up, Training, O & M Manual		210,000
• Equipment Purchases		260,000
• Contingencies		<u>1,187,559</u>
		\$4,738,359
• Expansion	-	$\$4,738,359 \times .877^{(1)} = \$ 4,155,541$
• Alterations	-	$\$4,738,359 \times .123^{(1)} = \$ 582,818$

EXHIBIT C

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

(Continued)

● Summary - Total Construction Related Costs - Wastewater Treatment Plant

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

⁽¹⁾See Exhibit B

EXHIBIT D

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

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

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

St. Lawrence flow in existing plant = 0.462 mgd

Total design plant flow = 7.1 mgd

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

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

^(a)See Exhibit B

^(a)See Exhibit C

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

23-Dec-82

ITEM NO.	CONTRACT ONE - GENERAL CONSTRUCTION DESCRIPTION	Percentage (%)				Construction Costs (\$) - Contract One				
		Flow	BOD	SS	NH3-N	(1) Total	Flow	BOD	SS	NH3-N
1	Erosion and Sediment Pollution Control Work, Complete	30	30	30	10	100,000	30,000	30,000	30,000	10,000
2	Demolition and Removal of Existing Facilities, Complete	30	30	30	10	100,000	30,000	30,000	30,000	10,000
3	Pavement and Site Work, Complete	30	30	30	10	175,000	52,500	52,500	52,500	17,500
4	Headworks Building, Complete	35	35	20	10	525,000	183,800	183,700	105,000	52,500
5	Operations Building, Complete	30	30	30	10	197,000	59,100	59,100	59,100	19,700
6	Garage, Complete	35	30	30	5	197,000	68,800	59,100	59,100	9,900
7	Primary Settling Tanks No. 1-4, Complete	60	0	20	0	1,800,000	1,440,000	0	360,000	0
8	Second Stage Aeration Tanks No. 1-3, Complete	20	70	0	10	3,285,000	657,000	2,299,500	0	328,500
9	Final Clarifiers No. 3,4 & Final Clarifier Pumping Station No. 2, Complete	50	15	30	5	1,200,000	600,000	180,000	360,000	50,000
10	Chlorine Contact Tanks, No. 5,6, Complete	100	0	0	0	500,000	500,000	0	0	0
11	Sludge Holding Tank, Complete	0	35	60	5	123,000	0	43,100	73,800	6,100
12	Metering Chamber No. 2, Complete	100	0	0	0	25,000	25,000	0	0	0
13	Primary Effluent Distribution Chamber, Complete	45	25	25	5	50,000	22,500	12,500	12,500	2,500
14	Final Clarifier Distribution Chamber, Complete	45	25	25	5	75,000	33,800	18,800	18,800	3,600
15	Aeration Distribution Chamber	45	25	25	5	50,000	22,500	12,500	12,500	2,500
16	Alteration to Exist. Metering Chamber No. 1, Complete	0	0	0	0	0	0	0	0	0
17	Alteration to Exist. Nitrification Aeration Tanks (First Stage Aeration Tanks), and Repairs to Existing Aeration Tanks, Complete	20	70	0	10	35,000	7,000	24,500	0	3,500
18	Alterations to Exist. Secondary Clarifier No. 3 to New Sludge Thickener, Complete	0	35	60	5	37,000	0	13,000	22,200	1,800
19	Alterations to Exist. Primary & Secondary Digesters & Exist. House (Primary Digester No. 1,2 and Control House), Complete	0	35	60	5	148,000	0	51,800	88,800	7,400
20	Alterations to Exist. Nitrification Clarifiers No. 1,2 and Exist. Nitrification Sludge Pump Station (Final Clarifiers No. 1,2 and Final Clarifier Pump Station No. 1), Complete	50	15	30	5	70,000	35,000	10,500	21,000	3,500
21	Alterations to Exist. Filter Building (Dewatering Building), Complete	0	35	60	5	370,000	0	129,500	222,000	18,500
22	Alterations to Exist. Plant Pumping Station, Complete	100	0	0	0	500,000	500,000	0	0	0
23	Alterations to Exist. Utility Building, Complete	35	30	30	5	20,000	7,000	6,000	6,000	1,000
24	Plant Outfall Sewer, Complete	100	0	0	0	75,000	75,000	0	0	0
25	Outside Piping, Complete	45	25	25	5	2,000,000	900,000	500,000	500,000	100,000
26	Process Monitoring and Control Systems, Complete	35	30	30	5	271,000	94,900	81,300	81,300	13,500
27	Allowance for Laboratory Tests	35	30	30	5	30,000	10,500	9,000	9,000	1,500
TOTAL CONTRACT ONE						\$11,958,000	\$5,354,500	\$3,808,400	\$2,123,600	\$673,500
Percent of Total						-----	44.8%	31.8%	17.8%	5.6%
(2) Contracts 2, 3, and 4						\$2,861,151	\$1,281,800	\$909,849	\$509,287	\$160,225
(2) Project Related Costs						\$4,155,541	\$1,861,682	\$1,321,482	\$739,686	\$232,711
TOTAL CONSTRUCTION RELATED COSTS						\$18,974,702	\$8,497,982	\$6,037,711	\$3,372,573	\$1,066,436

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

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

Cost Breakdown:
Flow \$2,428 / 1,000 gal
BOD \$98,603 / 100 lbs
SS \$51,490 / 100 lbs
NH3-N \$172,006 / 100 lbs

Page EXTRACTS

EXHIBIT E

**WASTEWATER TREATMENT PLANT EXPANSION
CONSTRUCTION RELATED COST ALLOCATIONS
(Continued)**

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

EXHIBIT F

ANTIETAM INTERCEPTOR - ST. LAWRENCE SHARE

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

EXHIBIT G

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

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

⁽¹⁾See Exhibit D

⁽²⁾See Exhibit E

⁽³⁾See Exhibit F

EXHIBIT H

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

- Financing Costs

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

- Construction Related Costs (excluding financing costs)

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

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

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

- St. Lawrence's Financing Costs

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

⁽¹⁾See Exhibit G

EXHIBIT I

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

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

⁽¹⁾See Exhibit G

⁽²⁾See Exhibit H

Exhibit I (continued)
St Lawrence Debt Service Agreement

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

<u>Date</u>	<u>Principal Maturity</u>	<u>Net Interest Cost</u>	<u>Interest</u>	<u>Debt Service</u>	<u>Annual Debt Service</u>
20-May-93	1,393.98	6.253%	7,447.10	8,841.08	
20-Nov-93	1,437.56	6.253%	7,403.51	8,841.08	17,682.15
20-May-94	1,482.51	6.253%	7,358.57	8,841.08	
20-Nov-94	1,528.86	6.253%	7,312.21	8,841.08	17,682.15
20-May-95	1,576.66	6.253%	7,264.41	8,841.08	
20-Nov-95	1,625.96	6.253%	7,215.11	8,841.08	17,682.15
20-May-96	1,676.80	6.253%	7,164.28	8,841.08	
20-Nov-96	1,729.23	6.253%	7,111.85	8,841.08	17,682.15
20-May-97	1,783.29	6.253%	7,057.78	8,841.08	
20-Nov-97	1,839.05	6.253%	7,002.03	8,841.08	17,682.15
20-May-98	1,896.55	6.253%	6,944.53	8,841.08	
20-Nov-98	1,955.85	6.253%	6,885.23	8,841.08	17,682.15
20-May-99	2,017.00	6.253%	6,824.08	8,841.08	
20-Nov-99	2,080.06	6.253%	6,761.01	8,841.08	17,682.15
20-May-2000	2,145.10	6.253%	6,695.98	8,841.08	
20-Nov-2000	2,212.17	6.253%	6,628.91	8,841.08	17,682.15
20-May-2001	2,281.33	6.253%	6,559.74	8,841.08	
20-Nov-2001	2,352.66	6.253%	6,488.41	8,841.08	17,682.15
20-May-2002	2,426.22	6.253%	6,414.85	8,841.08	
20-Nov-2002	2,502.08	6.253%	6,338.99	8,841.08	17,682.15
20-May-2003	2,580.31	6.253%	6,260.76	8,841.08	
20-Nov-2003	2,660.99	6.253%	6,180.09	8,841.08	17,682.15
20-May-2004	2,744.19	6.253%	6,096.89	8,841.08	
20-Nov-2004	2,829.99	6.253%	6,011.09	8,841.08	17,682.15
20-May-2005	2,918.47	6.253%	5,922.50	8,841.08	
20-Nov-2005	3,009.72	6.253%	5,831.35	8,841.08	17,682.15
20-May-2006	3,103.83	6.253%	5,737.25	8,841.08	
20-Nov-2006	3,200.87	6.253%	5,640.21	8,841.08	17,682.15
20-May-2007	3,300.95	6.253%	5,540.13	8,841.08	
20-Nov-2007	3,404.16	6.253%	5,436.92	8,841.08	17,682.15
20-May-2008	3,510.59	6.253%	5,330.48	8,841.08	
20-Nov-2008	3,620.36	6.253%	5,220.72	8,841.08	17,682.15
20-May-2009	3,733.55	6.253%	5,107.52	8,841.08	
20-Nov-2009	3,850.29	6.253%	4,990.79	8,841.08	17,682.15
20-May-2010	3,970.67	6.253%	4,870.41	8,841.08	
20-Nov-2010	4,094.82	6.253%	4,746.26	8,841.08	17,682.15
20-May-2011	4,222.85	6.253%	4,618.23	8,841.08	
20-Nov-2011	4,354.88	6.253%	4,486.19	8,841.08	17,682.15
20-May-2012	4,491.04	6.253%	4,350.03	8,841.08	
20-Nov-2012	4,631.46	6.253%	4,209.62	8,841.08	17,682.15
20-May-2013	4,776.27	6.253%	4,064.81	8,841.08	
20-Nov-2013	4,925.60	6.253%	3,915.47	8,841.08	17,682.15
20-May-2014	5,079.61	6.253%	3,761.47	8,841.08	
20-Nov-2014	5,238.43	6.253%	3,602.65	8,841.08	17,682.15
20-May-2015	5,402.22	6.253%	3,438.86	8,841.08	
20-Nov-2015	5,571.12	6.253%	3,269.95	8,841.08	17,682.15
20-May-2016	5,745.31	6.253%	3,095.76	8,841.08	
20-Nov-2016	5,924.95	6.253%	2,916.13	8,841.08	17,682.15
20-May-2017	6,110.20	6.253%	2,730.88	8,841.08	
20-Nov-2017	6,301.24	6.253%	2,539.83	8,841.08	17,682.15
20-May-2018	6,498.26	6.253%	2,342.82	8,841.08	
20-Nov-2018	6,701.43	6.253%	2,139.64	8,841.08	17,682.15
20-May-2019	6,910.96	6.253%	1,930.11	8,841.08	
20-Nov-2019	7,127.04	6.253%	1,714.03	8,841.08	17,682.15
20-May-2020	7,349.88	6.253%	1,491.20	8,841.08	
20-Nov-2020	7,579.68	6.253%	1,261.39	8,841.08	17,682.15
20-May-2021	7,816.67	6.253%	1,024.40	8,841.08	
20-Nov-2021	8,061.07	6.253%	780.01	8,841.08	17,682.15
20-May-2022	8,313.11	6.253%	527.97	8,841.08	
20-Nov-2022	8,573.03	6.253%	268.05	8,841.08	17,682.15
	<u>\$238,183.00</u>		<u>\$292,281.53</u>	<u>\$530,464.53</u>	<u>\$530,464.53</u>

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

Debt to Be Amortized: \$238,183.00

Semiannual Payment: \$8,841.08

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
20-May, 93	1,393.98	6.253%	7,447.10	8,841.08	
20-Nov, 93	1,437.56	6.253%	7,403.51	8,841.08	17,682.15
20-May, 94	1,482.51	6.253%	7,358.57	8,841.08	
20-Nov, 94	1,528.86	6.253%	7,312.21	8,841.08	17,682.15
20-May, 95	1,576.66	6.253%	7,264.41	8,841.08	
20-Nov, 95	1,625.96	6.253%	7,215.11	8,841.08	17,682.15
20-May, 96	1,676.80	6.253%	7,164.28	8,841.08	
20-Nov, 96	1,729.23	6.253%	7,111.85	8,841.08	17,682.15
20-May, 97	1,783.29	6.253%	7,057.78	8,841.08	

Bonds Refinanced

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

Semiannual Payment: \$7,962.65

20-Nov, 97	2,160.15	5.182%	5,802.50	7,962.65	16,803.73
20-May, 98	2,216.12	5.182%	5,746.53	7,962.65	
20-Nov, 98	2,273.54	5.182%	5,689.11	7,962.65	15,925.30
20-May, 99	2,332.45	5.182%	5,630.20	7,962.65	
20-Nov, 99	2,392.88	5.182%	5,569.77	7,962.65	15,925.30
20-May, 2000	2,454.88	5.182%	5,507.77	7,962.65	
20-Nov, 2000	2,518.49	5.182%	5,444.16	7,962.65	15,925.30
20-May, 2001	2,583.74	5.182%	5,378.91	7,962.65	
20-Nov, 2001	2,650.69	5.182%	5,311.96	7,962.65	15,925.30
20-May, 2002	2,719.37	5.182%	5,243.28	7,962.65	
20-Nov, 2002	2,789.83	5.182%	5,172.82	7,962.65	15,925.30
20-May, 2003	2,862.11	5.182%	5,100.54	7,962.65	
20-Nov, 2003	2,936.27	5.182%	5,026.38	7,962.65	15,925.30
20-May, 2004	3,012.35	5.182%	4,950.30	7,962.65	
20-Nov, 2004	3,090.40	5.182%	4,872.25	7,962.65	15,925.30
20-May, 2005	3,170.47	5.182%	4,792.18	7,962.65	
20-Nov, 2005	3,252.62	5.182%	4,710.03	7,962.65	15,925.30
20-May, 2006	3,336.89	5.182%	4,625.78	7,962.65	
20-Nov, 2006	3,423.35	5.182%	4,539.30	7,962.65	15,925.30
20-May, 2007	3,512.05	5.182%	4,450.60	7,962.65	
20-Nov, 2007	3,603.05	5.182%	4,359.60	7,962.65	15,925.30
20-May, 2008	3,696.40	5.182%	4,266.25	7,962.65	
20-Nov, 2008	3,792.18	5.182%	4,170.47	7,962.65	15,925.30
20-May, 2009	3,890.43	5.182%	4,072.22	7,962.65	
20-Nov, 2009	3,991.23	5.182%	3,971.42	7,962.65	15,925.30
20-May, 2010	4,094.64	5.182%	3,868.01	7,962.65	
20-Nov, 2010	4,200.74	5.182%	3,761.91	7,962.65	15,925.30
20-May, 2011	4,309.58	5.182%	3,653.07	7,962.65	
20-Nov, 2011	4,421.24	5.182%	3,541.41	7,962.65	15,925.30
20-May, 2012	4,535.79	5.182%	3,426.86	7,962.65	
20-Nov, 2012	4,653.32	5.182%	3,309.33	7,962.65	15,925.30
20-May, 2013	4,773.88	5.182%	3,188.77	7,962.65	
20-Nov, 2013	4,897.57	5.182%	3,065.08	7,962.65	15,925.30
20-May, 2014	5,024.47	5.182%	2,938.18	7,962.65	
20-Nov, 2014	5,154.65	5.182%	2,808.00	7,962.65	15,925.30
20-May, 2015	5,288.21	5.182%	1 2,674.44	7,962.65	

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

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

Exeter Township
4975 DeMoss Road
Reading, PA 19606

Phone:
(610) 779-5660

Fax:
(610) 779-5950

FAX COMMUNICATION

DATE: April 23, 2003
TO: Susan Ramaley
Borough of St. Lawrence
(610) 779-9148

FROM: Troy S. Bingaman
SUBJECT: Debt Service Schedule

Number of Pages Including Cover 3

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

EXHIBIT I (continued)

St. Lawrence Debt Service Agreement

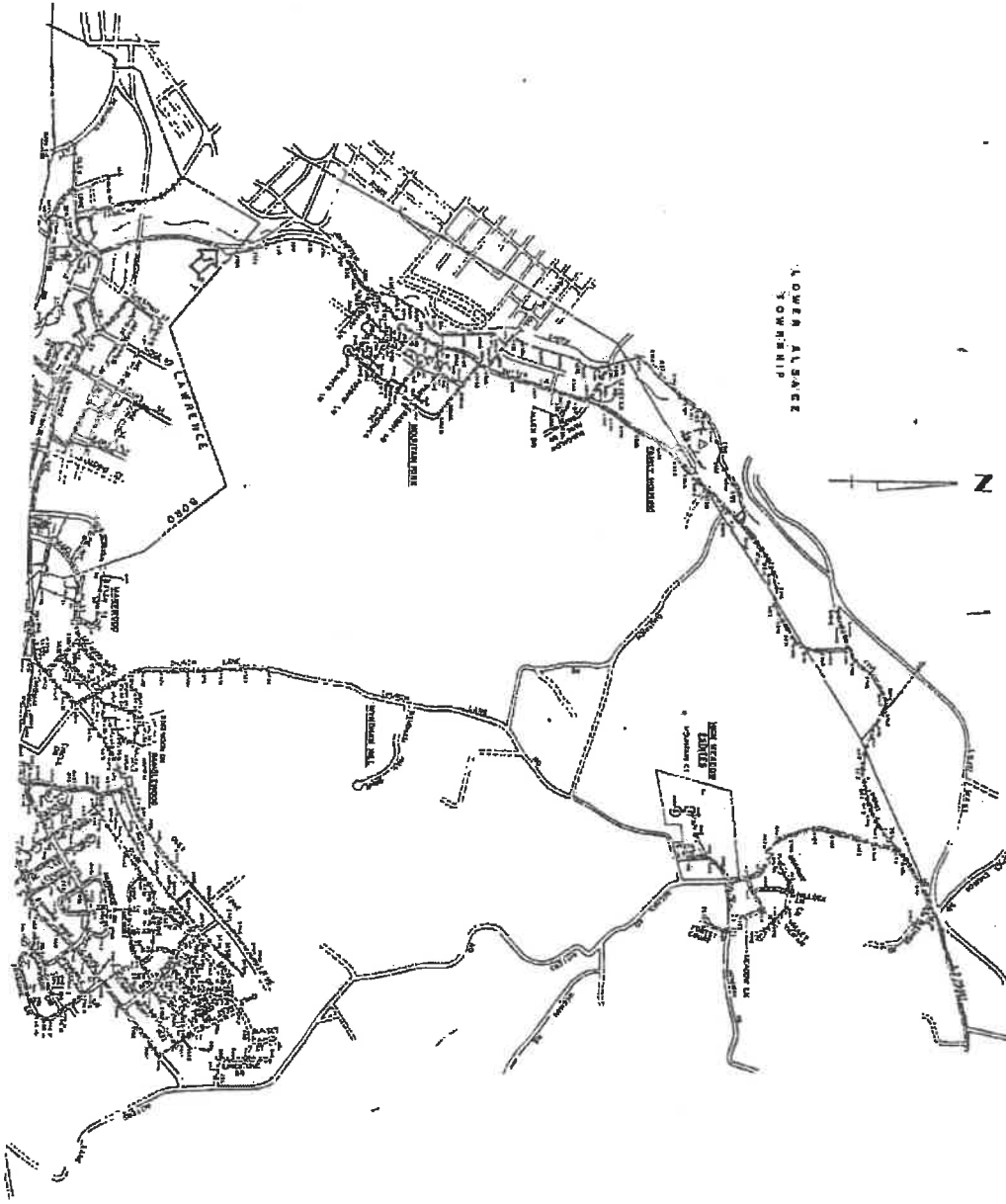
Debt To Be Amortized: \$238,183.00

Semiannual Payment: \$6,841.06

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
20-May, 93	1,393.98	6.253%	7,447.10	8,841.08	
20-Nov, 93	1,437.56	6.253%	7,403.5*	8,841.08	
20-May, 94	1,482.51	6.253%	7,358.57	8,841.08	17,682.15
20-Nov, 94	1,528.86	6.253%	7,312.21	8,841.08	
20-May, 95	1,576.66	6.253%	7,264.41	8,841.08	17,682.15
20-Nov, 95	1,625.96	6.253%	7,215.11	8,841.08	
20-May, 96	1,676.80	6.253%	7,164.26	8,841.08	17,682.15
20-Nov, 96	1,729.23	6.253%	7,111.85	8,841.08	
20-May, 97	1,783.29	6.253%	7,057.78	8,841.08	17,682.15
Bonds Refinanced					
20-Nov, 97	2,160.15	5.182%	5,802.50	7,962.65	
20-May, 98	2,218.12	5.182%	5,746.53	7,962.65	16,503.73
20-Nov, 98	2,273.54	5.182%	5,689.11	7,962.65	
20-May, 99	2,332.45	5.182%	5,630.20	7,962.65	16,925.30
20-Nov, 99	2,392.88	5.182%	5,569.77	7,962.65	
20-May, 2000	2,454.88	5.182%	5,507.77	7,962.65	15,925.30
20-Nov, 2000	2,518.49	5.182%	5,444.16	7,962.65	
20-May, 2001	2,583.74	5.182%	5,378.91	7,962.65	15,925.30
20-Nov, 2001	2,650.69	5.182%	5,311.98	7,962.65	
20-May, 2002	2,719.37	5.182%	5,243.28	7,962.65	15,925.30
20-Nov, 2002	2,789.83	5.182%	5,172.82	7,962.65	
20-May, 2003	2,862.11	5.182%	5,100.54	7,962.65	15,925.30
20-Nov, 2003	2,936.27	5.182%	5,026.38	7,962.65	
20-May, 2004	3,012.35	5.182%	4,950.30	7,962.65	15,925.30
20-Nov, 2004	3,090.40	5.182%	4,872.25	7,962.65	
20-May, 2005	3,170.47	5.182%	4,792.18	7,962.65	15,925.30
20-Nov, 2005	3,252.62	5.182%	4,710.03	7,962.65	
20-May, 2006	3,336.89	5.182%	4,625.76	7,962.65	15,925.30
20-Nov, 2006	3,423.35	5.182%	4,539.30	7,962.65	
20-May, 2007	3,512.05	5.182%	4,450.60	7,962.65	15,925.30
20-Nov, 2007	3,603.05	5.182%	4,359.60	7,962.65	
20-May, 2008	3,696.40	5.182%	4,266.25	7,962.65	15,925.30
20-Nov, 2008	3,792.18	5.182%	4,170.47	7,962.65	
20-May, 2009	3,890.43	5.182%	4,072.22	7,962.65	15,925.30
20-Nov, 2009	3,991.23	5.182%	3,971.42	7,962.65	
20-May, 2010	4,094.64	5.182%	3,868.01	7,962.65	15,925.30
20-Nov, 2010	4,200.74	5.182%	3,761.91	7,962.65	
20-May, 2011	4,309.58	5.182%	3,653.07	7,962.65	15,925.30
20-Nov, 2011	4,421.24	5.182%	3,541.41	7,962.65	
20-May, 2012	4,535.79	5.182%	3,426.86	7,962.65	15,925.30
20-Nov, 2012	4,653.32	5.182%	3,309.33	7,962.65	
20-May, 2013	4,773.89	5.182%	3,188.77	7,962.65	15,925.30
20-Nov, 2013	4,897.57	5.182%	3,065.08	7,962.65	
20-May, 2014	5,024.47	5.182%	2,938.18	7,962.65	15,925.30
20-Nov, 2014	5,154.65	5.182%	2,809.00	7,962.65	
20-May, 2015	5,288.21	5.182%	2,674.44	7,962.65	15,925.30
20-Nov, 2015	5,425.23	5.182%	2,537.42	7,962.65	
20-May, 2016	5,565.80	5.182%	2,398.85	7,962.65	15,925.30
20-Nov, 2016	5,710.01	5.182%	2,252.64	7,962.65	

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

Debt To Be Amortized: \$238,183.00		Semiannual Payment: \$8,841.08			
20-May, 2017	5,857.95	5.182%	2,104.70	7,962.65	
20-Nov, 2017	6,009.73	5.182%	1,952.92	7,962.65	15,925.30
20-May, 2018	6,165.44	5.182%	1,797.21	7,662.65	
20-Nov, 2018	6,325.19	5.182%	1,637.46	7,962.65	15,925.30
20-May, 2019	6,489.08	5.182%	1,473.57	7,962.65	
20-Nov, 2019	6,657.21	5.182%	1,305.44	7,962.65	15,925.30
20-May, 2020	6,829.70	5.182%	1,132.95	7,962.65	
20-Nov, 2020	7,006.65	5.182%	956.00	7,962.65	15,925.30
20-May, 2021	7,188.20	5.182%	774.45	7,962.65	
20-Nov, 2021	7,374.44	5.182%	588.21	7,962.65	15,925.30
20-May, 2022	7,565.51	5.182%	397.14	7,962.65	
20-Nov, 2022	7,761.98	5.182%	201.11	7,963.09	15,925.30



Borough Exhibit 6

Borough of St. Lawrence 2019	YTD 2019	BUDGET 2019	Increase/ (Decrease)	MARCH 2019
BEG. CASH BALANCE	\$ 186,487.38	\$ 163,621.21	\$ 22,866.17	\$ 99,875.89
REVENUE	\$ 172,402.89	\$ 846,151.37	\$ (673,748.48)	\$ 95,434.50
EXPENDITURES	\$ (198,258.26)	\$ (948,189.45)	\$ (749,931.19)	\$ (72,334.25)
NET CASH INFLOW (OUTFLOW)	\$ (25,855.37)	\$ (102,038.08)	\$ 76,182.71	\$ 23,100.25
LIABILITIES	\$ 827.01	\$ -	\$ 827.01	\$ (4,139.21)
ENDING CASH BALANCE	\$ 161,459.02	\$ 61,583.13	\$ 99,875.89	\$ 118,837.93
CASH REVENUES				
301 - TAXES- REAL PROPERTY				
301.102 - R.E. TAXES -CURRENT YEAR	\$ 44,017.68	\$ 468,655.16	\$ (424,637.48)	\$ 44,017.68
300.101 - DISCOUNTS	\$ (880.37)	\$ (8,500.00)	\$ 7,619.63	\$ (880.37)
301.200 - R.E. TAXES-PRIOR YEAR	\$ 5,301.60	\$ 4,994.40	\$ 307.20	\$ -
301.400 - R.E. TAXES-TAX CLAIM	\$ 978.51	\$ 4,500.00	\$ (3,521.49)	\$ 978.51
301.600 - R.E. TAXES-INTERIM	\$ 165.30	\$ 1,300.00	\$ (1,134.70)	\$ 165.30
300.601 - DISCOUNTS-INTERIM	\$ (3.31)	\$ -	\$ (3.31)	\$ (3.31)
301.700 - VOLUNTEER FIREFIGHTER RE CREDIT	\$ -	\$ (350.00)	\$ 350.00	\$ -
TOTAL TAXES- REAL PROPERTY	\$ 49,579.41	\$ 470,599.56	\$ (421,020.15)	\$ 44,277.81
310 - TAXES - LOCAL ENABLING				
310.100 - R.E. TAXES-TRANSFER	\$ 3,334.50	\$ 23,000.00	\$ (19,665.50)	\$ 760.00
310.210 - TAXES- E.I.T.	\$ 58,426.60	\$ 220,000.00	\$ (161,573.40)	\$ 41,872.37
310.700 - VOLUNTEER FIREFIGHTER- E.I.T. CREDIT	\$ -	\$ (2,000.00)	\$ 2,000.00	\$ -
310.500 - LOCAL SERVICES TAX				
310.510 - CURRENT YEAR	\$ -	\$ 23,000.00	\$ (23,000.00)	\$ -
310.520 - PRIOR YEAR	\$ 7,132.10	\$ 7,700.00	\$ (567.90)	\$ 370.65
TOTAL TAXES - LOCAL ENABLING	\$ 68,893.20	\$ 230,700.00	\$ (161,866.80)	\$ 42,803.02
319 - PENALTIES & INTEREST ON DELINQUENT TAXES				
319.010 - PENALTIES - REAL PROP TAXES	\$ 746.70	\$ 1,500.00	\$ (753.30)	\$ 216.54
TOTAL - PENALTIES & INTEREST ON DELINQUENT TAXES	\$ 746.70	\$ 1,500.00	\$ (753.30)	\$ 216.54
320 - LICENSES & PERMITS				
321.600 - TRADE REGISTRATIONS	\$ 600.00	\$ 2,310.00	\$ (1,710.00)	\$ 180.00
321.610 - PERMITS/LICENSE -MISC	\$ 20.00	\$ -	\$ 20.00	\$ -
321.800 - CABLE FRANCHISE FEES	\$ 9,051.78	\$ 10,250.00	\$ (1,198.22)	\$ -
322.600 - STREET OPENING	\$ -	\$ 600.00	\$ (600.00)	\$ -
TOTAL - LICENSES & PERMITS	\$ 9,671.78	\$ 13,160.00	\$ (3,488.22)	\$ 180.00
331 - FINES & FORFEITS				
331.110 - STATE POLICE FINES	\$ -	\$ 900.00	\$ (900.00)	\$ -
331.115 - COMMON PLEAS FINES	\$ 600.00	\$ 900.00	\$ (400.00)	\$ -
331.120 - DISTRICT JUSTICE FINES	\$ 1,938.50	\$ 5,500.00	\$ (3,561.50)	\$ 910.79
331.125 - POLICE DEPT FINES	\$ -	\$ 200.00	\$ (200.00)	\$ -
331.210 - LATE PAY FINES	\$ -	\$ -	\$ -	\$ -
TOTAL - FINES & FORFEITS	\$ 2,438.50	\$ 7,500.00	\$ (5,061.50)	\$ 910.79
340 - INTEREST, RENTS				
341.100 - INTEREST EARNINGS	\$ 777.77	\$ 4,000.00	\$ (3,222.23)	\$ 629.12
342.560 - PILOT INCOME	\$ 1,741.81	\$ 1,741.81	\$ -	\$ -
TOTAL - INTEREST, RENTS	\$ 2,519.58	\$ 5,741.81	\$ (3,222.23)	\$ 629.12
350 - INTERGOVERNMENTAL REVENUE				
354.031 - PEMA-SNOW REIMBURSEMENT	\$ -	\$ -	\$ -	\$ -
354.150 - RECYCLING GRANT	\$ 3,123.00	\$ 2,300.00	\$ 823.00	\$ 3,123.00
355.010 - PUB. UTILITY TAX	\$ -	\$ 800.00	\$ (800.00)	\$ -
355.040 - ALCHOLIC BEV. LIC.	\$ 200.00	\$ 200.00	\$ -	\$ 200.00
355.070 - FOR. FIRE INS. PREM	\$ -	\$ 8,250.00	\$ (8,250.00)	\$ -
TOTAL - INTERGOVERNMENTAL REVENUE	\$ 3,323.00	\$ 11,550.00	\$ (8,227.00)	\$ 3,323.00
360 - CHARGES FOR SERVICES				
361 - GENERAL GOVERNMENT				
361.300 - SUB LAND DEV FEE	\$ -	\$ -	\$ -	\$ -
361.340 - HEARING FEES	\$ -	\$ -	\$ -	\$ -
361.640 - ZONING PERMITS	\$ -	\$ -	\$ -	\$ -
361.991 - OFFICE SERVICES	\$ 300.00	\$ -	\$ 300.00	\$ 300.00
SUB-TOTAL GENERAL GOVERNMENT	\$ 300.00	\$ -	\$ 300.00	\$ 300.00

Borough of St. Lawrence 2019	YTD 2019	BUDGET 2019	Increase/ (Decrease)	MARCH 2019
362 - PUBLIC SAFETY				
362.120 · ALARM PERMITS	\$ -	\$ -	\$ -	\$ -
362.400 · UCC PERMIT PENALTIES	\$ 1,179.50	\$ -	\$ 1,179.50	\$ 599.50
362.411 · STATE FEE UCC PERMIT	\$ 118.34	\$ 450.00	\$ (331.66)	\$ 40.50
362.412 · UCC THIRD PARTY UCC INSPECTIONS	\$ 1,806.00	\$ -	\$ 1,806.00	\$ 1,237.34
362.413 · UCC THIRD PARTY PLAN REVIEW FEES	\$ 100.00	\$ -	\$ 100.00	\$ 100.00
362.414 · UCC THIRD PARTY EZ INSPECTIONS	\$ -	\$ -	\$ -	\$ -
362.430 · UCC PLUMBING/MECHANICAL PERMITS	\$ 1,726.85	\$ 5,000.00	\$ (3,273.12)	\$ 816.85
362.431 · UCC PLAN REVIEW FEES	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL GENERAL GOVERNMENT	\$ 4,930.72	\$ 5,450.00	\$ (519.28)	\$ 2,794.22
367 - RECREATION				
367.130 · PLAYGROUND CONCESSION	\$ -	\$ 1,200.00	\$ (1,200.00)	\$ -
367.300 · SPECIAL EVENTS	\$ -	\$ -	\$ -	\$ -
367.800 · DONATIONS	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL RECREATION	\$ -	\$ 1,200.00	\$ (1,200.00)	\$ -
TOTAL · CHARGES FOR SERVICES	\$ 5,230.72	\$ 6,650.00	\$ (1,419.28)	\$ 3,094.22
389 - MISCELLANEOUS INCOME				
389.000 · MISCELLANEOUS INC.	\$ -	\$ -	\$ -	\$ -
389.001 · REIMBURSABLE EXPENSE	\$ -	\$ -	\$ -	\$ -
389.002 · DISCOUNTS	\$ -	\$ -	\$ -	\$ -
TOTAL - MISCELLANEOUS INCOME	\$ -	\$ -	\$ -	\$ -
391 - PROCEEDS OF ASSET DISPOSITION				
391.100 · SALE OF GEN FIXED ASSETS	\$ -	\$ 250.00	\$ (250.00)	\$ -
391.200 · COMP FOR LOSS OF GEN FIXED ASSETS	\$ -	\$ 27,750.00	\$ (27,750.00)	\$ -
TOTAL - PROCEEDS OF ASSET DISPOSITION	\$ -	\$ 27,750.00	\$ (27,750.00)	\$ -
392 - INTERFUND OPERATING TRANSFERS				
392.040 · TRANSFER - CAPITAL RESERVE	\$ -	\$ -	\$ -	\$ -
392.080 · TRANSFER - SEWER FUND	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -
392.950 · TRANSFER - OPERATING RES FUND	\$ -	\$ -	\$ -	\$ -
TOTAL - INTERFUND OPERATING TRANSFERS	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -
395 - REFUND OF PRIOR YEAR EXPENDITURES				
395.000 · REFUND OF PRIOR YRS EXPENDITURES	\$ -	#REF!	\$ -	\$ -
TOTAL - REFUND OF PRIOR YEAR EXPENDITURES	\$ -	#REF!	\$ -	\$ -
TOTAL INFLOWS	\$ 172,402.89	\$ 848,151.37	\$ (673,748.48)	\$ 95,434.50
CASH EXPENSES				
400 - GOVERNMENT - LEGISLATIVE				
400.110 · WAGES - COUNCIL	\$ 750.00	\$ 3,000.00	\$ (2,250.00)	\$ 750.00
400.241 · COUNCIL GENERAL EXPENSES	\$ -	\$ 150.00	\$ (150.00)	\$ -
400.500 · CONTRIB & GRANTS	\$ -	\$ 1,700.00	\$ (1,700.00)	\$ -
TOTAL - GOVERNMENT - LEGISLATIVE	\$ 750.00	\$ 4,850.00	\$ (4,100.00)	\$ 750.00
401 - GOVERNMENT - EXECUTIVE				
401.105 · WAGES - MAYOR	\$ 125.00	\$ 500.00	\$ (375.00)	\$ 125.00
401.110 · WAGES - MANAGER	\$ 10,194.62	\$ 35,169.67	\$ (24,975.05)	\$ 5,437.12
401.115 · WAGES-PART-TIME STAFF	\$ 3,720.46	\$ 5,000.00	\$ (1,279.54)	\$ 1,236.23
401.210 · OFFICE SUPPLIES	\$ 119.94	\$ 3,000.00	\$ (2,880.06)	\$ 27.90
401.211 · OFFICE EQUIP/SOFTWARE	\$ 878.94	\$ 3,500.00	\$ (2,621.06)	\$ 139.95
401.241 · GENERAL EXPENSES	\$ 231.92	\$ 1,000.00	\$ (768.08)	\$ 7.79
401.331 · EXPENSES - MILEAGE	\$ 86.13	\$ 1,000.00	\$ (913.87)	\$ 42.52
401.420 · DUES, MEMBER & SUB	\$ 265.00	\$ 1,000.00	\$ (735.00)	\$ 190.00
401.452 · CONTRACTED IT/NET SERVICES	\$ 441.31	\$ 6,000.00	\$ (5,558.69)	\$ 413.77
401.454 · EXPENSES - MAYOR	\$ -	\$ 100.00	\$ (100.00)	\$ -
401.460 · EXPENSES - MANAGER	\$ 77.01	\$ 100.00	\$ (22.99)	\$ 77.01
TOTAL GOVERNMENT - EXECUTIVE	\$ 16,140.33	\$ 55,369.67	\$ (40,229.34)	\$ 7,597.29
402 - AUDITS/FINANCIAL ADMINISTRATION				
402.311 · AUDIT	\$ 5,250.00	\$ 7,600.00	\$ (2,350.00)	\$ 5,250.00
TOTAL - AUDITS	\$ 5,250.00	\$ 7,600.00	\$ (2,350.00)	\$ 5,250.00

Borough of St. Lawrence 2019	YTD 2019	BUDGET 2019	Increase/ (Decrease)	MARCH 2019
403 - TAX COLLECTION				
403.116 - WAGES-TAX COLLECTOR	\$ -	\$ 2,888.00	\$ (2,888.00)	\$ -
403.210 - SUPP.-TAX COLLECTOR	\$ -	\$ 380.00	\$ (380.00)	\$ -
403.310 - COMMISSION PAID (EIT, ROD,LWT)	\$ 1,441.16	\$ 5,000.00	\$ (4,358.84)	\$ 866.54
403.317 - EIT TAX COMMITTEE	\$ -	\$ -	\$ -	\$ -
TOTAL - TAX COLLECTION	\$ 1,441.16	\$ 9,068.00	\$ (7,626.84)	\$ 885.54
404 - LEGAL EXPENSES				
404.310 - LEGAL	\$ 2,854.90	\$ 17,000.00	\$ (14,345.10)	\$ 2,066.45
404.314 - SPECIAL LEGAL SERVICES	\$ (125.00)	\$ 1,000.00	\$ (1,125.00)	\$ -
404.319 - SERVICES & FEES	\$ (164.00)	\$ 1,000.00	\$ (1,164.00)	\$ (164.00)
TOTAL - LEGAL EXPENSES	\$ 2,365.90	\$ 19,000.00	\$ (16,634.10)	\$ 1,902.45
405 SECRETARY - GEN GOVT				
405.110 - WAGES-SECRETARY	\$ 8,783.04	\$ 32,464.31	\$ (23,661.27)	\$ 2,509.44
405.340 - ADV. & PRINTING				
405.341 - ADVERTISING	\$ (232.30)	\$ 1,500.00	\$ (1,732.30)	\$ -
405.342 - PRINTING	\$ 1,643.74	\$ 5,200.00	\$ (3,556.26)	\$ 333.41
405.343 - POSTAGE	\$ 78.25	\$ 2,500.00	\$ (2,421.75)	\$ 78.25
405.344 - WEBSITE	\$ 545.05	\$ 250.00	\$ 295.05	\$ 545.05
TOTAL - SECRETARY - GEN GOVT	\$ 10,817.78	\$ 41,914.31	\$ (31,096.53)	\$ 3,466.15
408 - ENGINEERING				
408.313 - ENGINEERING - GENERAL	\$ 698.76	\$ 16,000.00	\$ (15,301.24)	\$ 205.61
TOTAL - ENGINEERING	\$ 698.76	\$ 16,000.00	\$ (15,301.24)	\$ 205.61
409 BUILDINGS & PLANT				
409.236 - BUILDING SUPPLIES	\$ 60.28	\$ 1,000.00	\$ (939.72)	\$ -
409.260 - SUPPLIES: REPAIR & MAINTENANCE	\$ 68.28	\$ 1,000.00	\$ (931.72)	\$ 35.69
409.320 - COMMUNICATION CHARGES	\$ 1,676.90	\$ 6,050.00	\$ (4,373.10)	\$ 545.44
409.360 - BLDG. - UTILITIES	\$ 2,510.79	\$ 6,500.00	\$ (3,989.21)	\$ 1,089.31
409.372 - BUILDING REPAIR & MAINT SERVICE	\$ 72.00	\$ 6,700.00	\$ (6,628.00)	\$ 72.00
409.450 - CONTRACTED SERVICES	\$ 148.00	\$ 3,500.00	\$ (3,352.00)	\$ -
409.720 - CAPITAL PURCHASE/REPAIR	\$ -	\$ 5,000.00	\$ (5,000.00)	\$ -
TOTAL - BUILDINGS & PLANT	\$ 4,536.25	\$ 29,750.00	\$ (25,213.75)	\$ 1,742.44
410 - 415 PUBLIC SAFETY/PROTECTION				
410 - POLICE				
410.317 - MONTHLY PAYMENTS	\$ 75,905.01	#REF!	\$ (227,714.99)	\$ 26,301.67
410.318 - OVERTIME	\$ 2,224.73	#REF!	\$ (5,275.27)	\$ 1,270.09
410.530 - SPECIAL EVENTS	\$ -	#REF!	\$ (500.00)	\$ -
SUB-TOTAL POLICE	\$ 78,129.74	#REF!	\$ (233,490.26)	\$ 26,571.76
411 - FIRE PROTECTION				
411.368 - FIRE HYDRANTS	\$ -	#REF!	\$ -	\$ (2,750.00)
411.540 - FOR.FIRE INS. PREM.	\$ -	#REF!	\$ (8,250.00)	\$ -
SUB-TOTAL FIRE PROTECTION	\$ -	#REF!	\$ (8,250.00)	\$ (2,750.00)
413 -UCC & CODE ENFORCEMENT				
413.115 - WAGES-PT CODES	\$ 236.56	#REF!	\$ (663.44)	\$ 71.16
413.116 - PERMITS AS COMPENSATION	\$ 2,831.91	#REF!	\$ (1,368.09)	\$ 856.41
413.135 - PERMITS UCC PRIOR YEAR 3rd PARTY	\$ -	#REF!	\$ -	\$ -
413.242 - UCC CODE EXPENSES	\$ -	#REF!	\$ (200.00)	\$ -
413.450 - CONTRACTED SERVICES	\$ -	#REF!	\$ -	\$ -
413.901 - STATE BLDG PERMIT FEE	\$ 99.00	#REF!	\$ 40.50	\$ -
SUB-TOTAL UCC & CODES ENFORCEMENT	\$ 3,167.47	#REF!	\$ (2,191.03)	\$ 927.57
414 - PLANNING & ZONING				
414.214 - ZONING EXPENSES	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL PLANNING & ZONING	\$ -	#REF!	\$ -	\$ -

Borough of St. Lawrence 2019	YTD 2019	BUDGET 2019	Increase/ (Decrease)	MARCH 2019
415 - EMERGENCY MGT & COMMUNICATION				
415.000 - EMERG. MANAG. COSTS	\$ -	\$ 20,000.00	\$ (20,000.00)	\$ -
415.320 - 911-PUBLIC SAFETY	\$ -	\$ 16,478.97	\$ (16,478.97)	\$ -
415.321 - Emergency Communications	\$ -	\$ 2,500.00	\$ (2,500.00)	\$ -
SUB-TOTAL EMER MGT & COMM	\$ -	\$ 38,978.97	\$ (38,978.97)	\$ -
TOTAL - PUBLIC SAFETY/PROTECTION	\$ 81,297.21	\$ 354,207.47	\$ (282,910.26)	\$ 24,749.33
426-427 - PUBLIC WORKS - SANITATION				
426.318 - RECYCLING-TROUT RUN	\$ -	\$ 3,500.00	\$ (3,500.00)	\$ -
426.368 - RECYCLING-DISPOSAL	\$ -	\$ -	\$ -	\$ -
426.450 - CONTRACTED LEAF/BRUSH PICKUP	\$ -	\$ -	\$ -	\$ -
427.450 - CONTRACTED SERVICES SOLID WASTE	\$ 20,610.00	\$ 123,660.00	\$ (103,050.00)	\$ 10,305.00
TOTAL - PUBLIC WORKS - SANITATION	\$ 20,610.00	\$ 127,160.00	\$ (106,550.00)	\$ 10,305.00
430-446 - PUBLIC WORKS - STREETS/STORMWATER				
430 - GENERAL SERVICES - ADMINISTRATION				
430.112 - WAGES - FULL TIME	\$ 8,522.11	\$ 22,000.00	\$ (13,477.89)	\$ 1,840.97
430.115 - WAGES - PART TIME	\$ 4,303.61	\$ 9,500.00	\$ (5,196.49)	\$ 627.09
430.231 - VEHICLE FUEL	\$ 807.61	\$ 3,000.00	\$ (2,192.39)	\$ -
430.246 - PUBLIC WORKS SUPPLIES	\$ (16.60)	\$ 2,750.00	\$ (2,766.60)	\$ (24.54)
430.251 - TOOLS & SUPPLIES	\$ 72.26	\$ 1,000.00	\$ (927.74)	\$ 72.26
430.300 - INSURANCE VEHICLE	\$ -	\$ 1,500.00	\$ (1,500.00)	\$ -
430.374 - MAINT & REPAIR SERVICES	\$ 325.00	\$ 500.00	\$ (175.00)	\$ 325.00
430.383 - BUILDING RENTAL	\$ 1,350.00	\$ 5,400.00	\$ (4,050.00)	\$ 450.00
430.384 - EQUIPMENT USE SHARE MULTI MUNICIPAL	\$ -	\$ 2,000.00	\$ (2,000.00)	\$ -
430.432 - CONTRACTED MAINTENANCE VEH	\$ -	\$ 350.00	\$ (350.00)	\$ -
430.460 - EDUCATION & CONFERENCES	\$ 295.00	\$ 400.00	\$ (105.00)	\$ 135.00
430.740 - CAPITAL PURCHASE VEHICLE	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL GENERAL SERVICES - ADMIN	\$ 15,658.89	\$ 48,400.00	\$ (32,741.11)	\$ 3,625.78
431 - STREETS & GUTTER				
431.319 - STREET & GUTTER CLEANING	\$ -	\$ 2,925.00	\$ (2,925.00)	\$ -
SUB-TOTAL STREETS & GUTTER	\$ -	\$ 2,925.00	\$ (2,925.00)	\$ -
432 - WINTER MAINTENANCE - SNOW REMOVAL				
432.221 - WINTER CHEMICALS	\$ 3,249.67	\$ 4,700.00	\$ (1,450.33)	\$ 1,599.42
432.245 - WINTER MAINTENANCE SUPPLIES	\$ -	\$ 25.00	\$ (25.00)	\$ -
432.319 - WINTER MAINTENANCE	\$ 19.97	\$ -	\$ 19.97	\$ 19.97
432.374 - WINTER EQUIP REPAIR	\$ 439.90	\$ 500.00	\$ (60.10)	\$ -
432.450 - CONTRACTED WINTER MAINTENANCE	\$ -	\$ 3,000.00	\$ (3,000.00)	\$ -
SUB-TOTAL WINTER MAINT/SNOW REM	\$ 3,709.54	\$ 8,225.00	\$ (4,515.46)	\$ 1,619.39
433 - TRAFFIC CONTROL DEVICES				
433.245 - TRAFFIC CONTROL DEVICES SUPPLIES	\$ -	\$ 1,000.00	\$ (1,000.00)	\$ -
433.249 - TRAFFIC CONTROL DEVICES SIGNS	\$ -	\$ 2,000.00	\$ (2,000.00)	\$ -
433.319 - TCD INSTALL/REPAIR	\$ 511.41	\$ 2,500.00	\$ (1,988.59)	\$ 147.21
433.361 - TRAFFIC SIGNAL ELECTRIC	\$ 1,149.07	\$ 5,000.00	\$ (3,850.93)	\$ 384.91
433.450 - CONTRACTED SERVICES	\$ 266.00	\$ 2,000.00	\$ (1,734.00)	\$ -
433.740 - CAPITAL PURCHASE/REPAIR	\$ -	\$ 38,500.00	\$ (38,500.00)	\$ -
SUB-TOTAL TRAFFIC CONTROL DEVICES	\$ 1,926.48	\$ 51,000.00	\$ (49,073.52)	\$ 532.12
434 - STREET LIGHTING				
434.250 - STREET LIGHTING-MAINT/REPAIR	\$ -	\$ -	\$ -	\$ -
434.361 - STREET LIGHTING ELECTRIC	\$ 6,860.14	\$ 38,000.00	\$ (29,139.86)	\$ 2,964.53
SUB-TOTAL STREET LIGHTING	\$ 6,860.14	\$ 38,000.00	\$ (29,139.86)	\$ 2,964.53
436 - STORM SEWERS & DRAINS				
436.112 - WAGES - FULL TIME	\$ 760.00	\$ 8,500.00	\$ (7,740.00)	\$ 280.00
436.115 - WAGES - PART TIME	\$ 772.50	\$ 1,500.00	\$ (727.50)	\$ 417.49
436.372 - STORM SEWERS & DRAINS REPAIR	\$ -	\$ 3,100.00	\$ (3,100.00)	\$ -
436.450 - CONTRACTED SERVICES	\$ -	\$ 2,000.00	\$ (2,000.00)	\$ -
SUB-TOTAL STORM SEWERS & DRAINS	\$ -	\$ 15,100.00	\$ (13,567.50)	\$ 697.49
438 - ROADS & BRIDGES				
438.245 - STS-MAINT & REPAIR SUPPLIES	\$ 620.98	\$ 1,950.00	\$ (1,329.02)	\$ 620.98
438.319 - STS-MAINT & REPAIR	\$ -	\$ 2,250.00	\$ (2,250.00)	\$ -
SUB-TOTAL ROADS & BRIDGES	\$ 620.98	\$ 4,200.00	\$ (3,579.02)	\$ 620.98

Borough of St. Lawrence 2019	YTD 2019	BUDGET 2019	Increase/ (Decrease)	MARCH 2019
446 - PUBLIC WORKS - STORMWATER MANAGEMENT				
446.110 - WAGES FT STORM WATER	\$ 1,840.00	\$ 2,500.00	\$ (660.00)	\$ 400.00
446.115 - WAGES PT STORM WATER	\$ -	\$ -	\$ -	\$ -
446.246 - STORM WATER OPERATING SUPPLIES	\$ -	\$ 500.00	\$ (500.00)	\$ -
446.317 - STORMWATER GOVERNMENT FEES	\$ -	\$ -	\$ -	\$ -
446.372 - STORM WATER REPAIRS/MAINTENANCE	\$ -	\$ -	\$ -	\$ -
446.450 - CONTRACTED SERVICES	\$ -	\$ 1,000.00	\$ (1,000.00)	\$ -
446.460 - MEETINGS, CONF & CON ED	\$ -	\$ 500.00	\$ (500.00)	\$ -
SUB-TOTAL STORMWATER MGT	\$ 1,840.00	\$ 4,500.00	\$ (2,660.00)	\$ 400.00
TOTAL - PUBLIC WORKS	\$ 32,616.03	\$ 172,350.00	\$ (138,201.47)	\$ 10,460.29
490-499 - CULTURE-RECREATION				
452 - RECREATION				
452.115 - WAGES - PT - RECREATION STAFF	\$ -	\$ 5,000.00	\$ (5,000.00)	\$ -
452.229 - CONCESSION OPERATIONS	\$ -	\$ 1,200.00	\$ (1,200.00)	\$ -
452.247 - REC OPERATION SUPPLIES	\$ -	\$ 750.00	\$ (750.00)	\$ -
452.249 - REC PROGRAM SUPPLIES	\$ 593.62	\$ 1,200.00	\$ (606.38)	\$ 122.54
452.250 - REPAIRS & MAINTENANCE	\$ -	\$ 1,000.00	\$ (1,000.00)	\$ -
452.361 - ELECTRIC	\$ 311.91	\$ 1,000.00	\$ (688.09)	\$ 98.30
452.366 - WATER & SEWER	\$ 174.00	\$ 750.00	\$ (576.00)	\$ -
452.450 - CONTRACTED SERVICES	\$ -	\$ -	\$ -	\$ -
452.740 - CAPITAL PURCHASE/REPAIR	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL RECREATION	\$ 1,079.53	\$ 10,900.00	\$ (9,820.47)	\$ 220.84
456 - LIBRARY				
456.520 - LIBRARY - CONTRIBUTION	\$ -	\$ 9,045.00	\$ (9,045.00)	\$ -
SUB-TOTAL LIBRARY	\$ -	\$ 9,045.00	\$ (9,045.00)	\$ -
459 - MUNICIPAL LANDS				
459.371 - REPAIRS & MAINTENANCE SUPPLIES	\$ 170.16	\$ 5,625.00	\$ (5,654.84)	\$ 75.16
459.450 - CONTRACTED SERVICES	\$ 680.00	\$ 15,000.00	\$ (14,120.00)	\$ 880.00
459.740 - CAPITAL PURCHASE/REPAIR	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL MUNICIPAL LANDS	\$ 1,050.16	\$ 20,625.00	\$ (19,774.84)	\$ 955.16
TOTAL - CULTURE-RECREATION	\$ 2,129.69	\$ 40,770.00	\$ (38,840.31)	\$ 1,176.00
480 - MISCELLANEOUS EXPENDITURES				
480.000 - MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -
TOTAL - MISCELLANEOUS EXPENDITURES	\$ -	\$ -	\$ -	\$ -
481 - EMPLOYER PAID BENEFITS				
481.100 - FICA TAXES	\$ 2,656.06	\$ 10,000.00	\$ (7,343.94)	\$ 914.56
481.200 - MEDICARE TAXES	\$ 621.15	\$ 2,500.00	\$ (1,878.85)	\$ 213.85
484.000 - WORKER'S COMPENSATION INSURANCE	\$ 9,998.52	\$ 5,500.00	\$ 4,498.52	\$ 440.56
TOTAL - PAYROLL EXPENSES	\$ 13,275.73	\$ 18,000.00	\$ (4,724.27)	\$ 1,568.97
486-487 - INSURANCE, HEALTH, CASUALTY AND SURETY				
486.351 - INSURANCE - PROPERTY/INLAND MARINE	\$ -	\$ 2,500.00	\$ (2,500.00)	\$ -
486.352 - INSURANCE LIABILITY	\$ -	\$ 4,750.00	\$ (4,750.00)	\$ -
486.353 - BONDING	\$ -	\$ 1,800.00	\$ (1,800.00)	\$ -
486.355 - LIABILITY - PUBLIC OFFICIALS	\$ -	\$ 1,900.00	\$ (1,900.00)	\$ -
487.196 - HEALTH INSURANCE	\$ 4,796.92	\$ 30,000.00	\$ (25,203.08)	\$ 2,175.18
TOTAL - INSURANCE, CASUALTY AND SURETY	\$ 4,796.92	\$ 40,950.00	\$ (36,153.08)	\$ 2,175.18
492 - INTERFUND OPERATING TRANSFER				
492.080 - DUE FROM SEWER FUND	\$ -	\$ -	\$ -	\$ -
492.081 - SEWER FUND REIMBURSEMENT	\$ -	\$ -	\$ -	\$ -
492.300 - CAPITAL RESERVE FUND	\$ -	\$ 100.00	\$ (100.00)	\$ -
492.950 - OPERATING RESERVE FUND	\$ -	\$ 100.00	\$ (100.00)	\$ -
TOTAL - INTERFUND OPERATING TRANSFER	\$ -	\$ 200.00	\$ (200.00)	\$ -
TOTAL EXPENSES	\$ 196,725.76	\$ 643,189.45	\$ (749,931.19)	\$ 72,334.25

BOROUGH OF ST. LAWRENCE - FIRE TAX		TOTAL	BUDGET	VARIANCE	VAR
2019	2019	2019	2019	2019	2019
BEGINNING CASH	\$ 946.44	\$ -	\$ -	\$ -	\$ -
REVENUE	\$ 5,251.05	\$ 46,153.85	\$ -	\$ 4,569.56	
EXPENSE	\$ (2,550.00)	\$ (48,003.91)	\$ -	\$ (2,750.00)	
NET CASH INFLOW (OUTFLOW)	\$ 2,701.05	\$ 149.94	\$ -	\$ 1,819.56	
ENDING BALANCE	\$ 3,647.49	\$ -	\$ -	\$ 1,819.56	
03 FIRE TAX REVENUE					
301 - Fire Tax mil					
301.101 - Fire Tax mil flat rate	\$ 4,525.02	\$ 47,837.83	\$ (43,312.61)	\$ 4,525.02	
301.102 - fire tax discount	\$ (90.50)	\$ (903.32)	\$ 812.82	\$ (90.50)	
301.200 - Fire Tax Flat Rate Prior Year	\$ 566.51	\$ 532.73	\$ 32.78	\$ -	
301.410 - FIRE TAX FLAT RATE EXON COL	\$ 156.99	\$ 541.44	\$ (384.45)	\$ 103.42	
301.700 - VOL FIREFIGHTER TAX REBATE	\$ -	\$ (55.00)	\$ 55.00	\$ -	
601.610 - FIRE TAX FLAT RATE INTERIM	\$ -	\$ -	\$ -	\$ -	
601.611 - Fire Tax FLAT RATE Interim Disc	\$ -	\$ -	\$ -	\$ -	
TOTAL 301 - Fire Tax Millage	\$ 5,157.02	\$ 47,953.48	\$ (42,796.46)	\$ 4,537.94	
319 - Penalties/Interest Del Taxes					
319.010 - Penalty/Interest	\$ -	\$ 62.00	\$ (62.00)	\$ -	
319.013 - Int/Pen Prior Year	\$ 66.89	\$ 54.14	\$ 12.75	\$ 10.34	
319.015 - Penalty/Int Collections	\$ 5.36	\$ 7.23	\$ (1.87)	\$ -	
TOTAL 319 - Penalties/Interest Del Taxes	\$ 72.25	\$ 123.37	\$ (51.12)	\$ 10.34	
340 - Interest Earned					
341.010 - Interest	\$ 1.78	\$ 27.00	\$ (25.22)	\$ 1.28	
TOTAL 340 - Interest Earned	\$ 1.78	\$ 27.00	\$ (25.22)	\$ 1.28	
Total 03 - FIRE TAX REVENUE	\$ 5,231.05	\$ 48,103.85	\$ (42,872.80)	\$ 4,549.56	
360 - CHARGES FOR SERVICES					
361.640 - Collection Fee	\$ -	\$ 50.00	\$ (50.00)	\$ 20.00	
TOTAL 360 - CHARGES FOR SERVICES	\$ -	\$ 50.00	\$ (50.00)	\$ 20.00	
Total Revenue	\$ 5,231.05	\$ 48,153.85	\$ (42,922.80)	\$ 4,569.56	
Expense					
411 - Administration - .5 MIL					
411.240 - GENERAL OPERATING SUPPLIES	\$ -	\$ 30.00	\$ (30.00)	\$ -	
411.310 - TAX COLLECTION EXPENSES	\$ -	\$ 890.00	\$ (890.00)	\$ -	
411.314 - LEGAL EXPENSES	\$ -	\$ -	\$ -	\$ -	
411.360 - 911 Communication Fees	\$ -	\$ 3,783.91	\$ (3,783.91)	\$ -	
411.363 - FIRE HYDRANT SERVICE	\$ 5,100.00	\$ 5,300.00	\$ (2,750.00)	\$ 2,750.00	
Total 411 - Administration -	\$ 5,100.00	\$ 10,003.91	\$ (7,453.91)	\$ 2,750.00	
411 .5 MIL TAX DISPERSALS					
411.540 - DISPERSAL TO EXETER FIRE	\$ -	\$ 19,000.00	\$ (19,000.00)	\$ -	
411.541 - DISPERSAL TO MT PENN FIR	\$ -	\$ 19,000.00	\$ (19,000.00)	\$ -	
Total 411 - .5 MIL TAX DISPERSALS	0.00	38,000.00	-38,000.00	0.00	
Total 411 - FIRE SERVICE	5,100.00	48,003.91	-45,453.91	2,750.00	
Total Expense	5,100.00	48,003.91	-45,453.91	2,750.00	

BOROUGH OF ST. LAWRENCE
LIQUID FUELS 2019

	TOTAL	BUDGET	VARIANCE	MARCH
		2019		2019
BEGINNING CASH BALANCE	\$ 273,358.91	\$ 326,797.09	\$ (53,437.18)	\$ (3,350.94)
REVENUE	\$ 66,307.89	\$ 307,146.53	\$ (262,840.64)	\$ 64,304.29
EXPENDITURES	\$ 13,078.48	\$ (316,006.36)	\$ 329,063.84	\$ 6,378.81
NET CASH INFLOW(OUTFLOW)	\$ 53,229.41	\$ (88,856.83)	\$ 90,086.24	\$ 47,925.48
ENDING CASH BALANCE	\$ 319,588.32	\$ 317,940.26	\$ (1,651.94)	\$ 116,745.54
Revenue				
341 · INTEREST EARNINGS	\$ -	\$ -	\$ -	\$ -
341.010 · INTEREST BANK ACCOUNTS	\$ 1,544.74	\$ 4,000.00	\$ (2,455.26)	\$ 1,641.14
Total 341 · INTEREST EARNINGS	\$ 1,544.74	\$ 4,000.00	\$ (2,455.26)	\$ 1,641.14
354 · STATE GRANTS	\$ -	\$ -	\$ -	\$ -
354.030 · HIGHWAY/STREETS GRANTS	\$ -	\$ 251,107.32	\$ (251,107.32)	\$ -
Total 354 · HIGHWAY STREET GRANTS	\$ -	\$ 251,107.32	\$ (251,107.32)	\$ -
355 · STATE SHARED REVENUE	\$ -	\$ -	\$ -	\$ -
355.050 · MOTOR VEHICLE FUELS TAX	\$ 52,763.15	\$ 52,041.21	\$ 721.94	\$ 52,763.15
Total 355 · STATE SHARED REVENUE	\$ 52,763.15	\$ 52,041.21	\$ 721.94	\$ 52,763.15
Total Revenue	\$ 64,307.89	\$ 307,146.53	\$ (262,840.64)	\$ 64,304.29
Expense				
408 · ENGINEERING SERVICES	\$ -	\$ -	\$ -	\$ -
408.313 · ENGINEERING	\$ -	\$ 13,768.39	\$ (13,768.39)	\$ -
Total 408 · ENGINEERING SERVICES	\$ -	\$ 13,768.39	\$ (13,768.39)	\$ -
430 · PUBLIC WORKS	\$ -	\$ -	\$ -	\$ -
430.240 · GENERAL ADMINISTRATIVE	\$ -	\$ -	\$ -	\$ -
430.341 · ADVERTISING	\$ 612.90	\$ -	\$ 612.90	\$ -
Total 430 · PUBLIC WORKS	\$ 612.90	\$ -	\$ 612.90	\$ -
433 · TRAFFIC CONTROL DEVICES	\$ -	\$ -	\$ -	\$ -
433.313 · ENGINEERING	\$ 12,465.58	\$ -	\$ 12,465.58	\$ 6,378.81
433.374 · REPAIR & MAINTENANCE SERV	\$ -	\$ -	\$ -	\$ -
433.740 · MACHINERY & EQUIPMENT MA.	\$ -	\$ 292,236.97	\$ (292,236.97)	\$ -
433.750 · MACHINERY & EQUIPMENT MIN	\$ -	\$ -	\$ -	\$ -
Total 433 · TRAFFIC CONTROL DEVICES	\$ 12,465.58	\$ 292,236.97	\$ (279,771.39)	\$ 6,378.81
438 · STREETS/BRIDGE MAINT/REPAIR	\$ -	\$ -	\$ -	\$ -
438.670 · STREETS-MAJOR REPAIR	\$ -	\$ -	\$ -	\$ -
438.671 · STREETS-MINOR REPAIR	\$ -	\$ 10,000.00	\$ (10,000.00)	\$ -
Total 438 · STREETS/BRIDGE MAINT/REPAIR	\$ -	\$ 10,000.00	\$ (10,000.00)	\$ -
Total Expense	\$ 13,078.48	\$ 316,006.36	\$ (302,926.88)	\$ 6,378.81

BOROUGH OF ST LAWRENCE SEWER FUND	TOTAL	BUDGET	VARIANCE	MAR 19 -
BEGINNING CASH	\$ 285,586.07	\$ 264,198.08	\$ 21,387.99	\$ 86,017.11
REVENUE	\$ 86,364.04	\$ 335,645.94	\$ (249,281.90)	\$ 20,621.44
EXPENSE	\$ (97,059.29)	\$ (410,970.31)	\$ 313,911.02	\$ (39,435.64)
NET CASH INFLOW (OUTFLOW)	\$ (10,695.25)	\$ (75,324.37)	\$ 64,629.12	\$ (16,614.20)
ENDING BALANCE	\$ 274,890.82	\$ 188,873.71	\$ 86,017.11	\$ 67,202.91
REVENUE				
341 - INTEREST				
341.000 - INTEREST INCOME	\$ 1,143.90	\$ 1,500.00	\$ (356.10)	\$ 1,050.93
Total 341 - INTEREST	\$ 1,143.90	\$ 1,500.00	\$ -	\$ 1,050.93
364 - SANITATION				
SEWAGE CHARGES				
364.110 - TAP IN FEES	\$ -	\$ -	\$ -	\$ -
364.120 - SEWER USE BILLS	\$ 84,057.65	\$ 330,000.00	\$ (245,942.15)	\$ 19,120.17
364.121 - INDUSTRIAL SURCHARGE	\$ -	\$ -	\$ -	\$ -
364.122 - BILLING/REPORTING FEES	\$ -	\$ -	\$ -	\$ -
364.123 - LATE PAY PENALTY	\$ 1,162.29	\$ 4,145.94	\$ (2,983.65)	\$ 450.34
Total 364 - SANITATION	\$ 85,220.14	\$ 334,145.94	\$ (248,925.80)	\$ 19,570.51
TOTAL REVENUE	\$ 86,364.04	\$ 335,645.94	\$ (249,281.90)	\$ 20,621.44
EXPENSE				
429 - WASTEWATER COLLECTION/TREATMENT				
GENERAL OPERATIONS				
429.210 - OFFICE SUPPLIES	\$ -	\$ -	\$ -	\$ -
429.240 - GENERAL OPERATING SUPPLIES	\$ 8.11	\$ -	\$ 8.11	\$ 7.97
429.250 - REPAIRS & MAINT SUPPLIES	\$ -	\$ -	\$ -	\$ -
429.260 - TOOLS SMALL & MINOR EQUIP	\$ -	\$ 2,200.00	\$ (2,200.00)	\$ -
429.329 - PA ONE CALL SYSTEM	\$ -	\$ 50.00	\$ (50.00)	\$ -
Total GENERAL OPERATIONS	\$ 8.11	\$ 2,250.00	\$ (2,241.89)	\$ 7.97
PERSONNEL SERVICES				
429.121 - WAGES - BOROUGH MANAGER	\$ 8,835.30	\$ 35,350.00	\$ (26,514.70)	\$ -
429.122 - WAGES - BORO HOURLY	\$ 2,272.90	\$ 8,500.00	\$ (6,227.10)	\$ 1,294.03
429.192 - EMPLOYER FICA TAXES TO GEN	\$ 688.72	\$ 2,719.00	\$ (2,030.28)	\$ 80.24
429.193 - MEDICARE TAXES TO GEN FUND	\$ 161.08	\$ 636.00	\$ (474.92)	\$ 18.77
429.194 - BENEFITS HEALTH	\$ 1,883.60	\$ 840.00	\$ 1,043.60	\$ 130.00
429.195 - WORKERS COMP TO GEN FUND	\$ 242.33	\$ -	\$ 242.33	\$ 124.88
Total PERSONNEL SERVICES	\$ 14,083.93	\$ 48,045.00	\$ (33,961.07)	\$ 1,647.92
SERVICES & CHARGES				
429.311 - BILLING - MT. PENN	\$ -	\$ 10,000.00	\$ (10,000.00)	\$ -
429.313 - ENGINEERING	\$ 1,644.75	\$ 9,000.00	\$ (7,355.25)	\$ 1,644.75
429.314 - LEGAL EXPENSE	\$ 2,635.00	\$ 5,000.00	\$ (2,365.00)	\$ 2,635.00
429.316 - WASTE SAMPLING	\$ -	\$ -	\$ -	\$ -
429.370 - TELEVISIONING	\$ -	\$ 60,000.00	\$ (60,000.00)	\$ -
429.371 - SEWER LINE CLEANING	\$ -	\$ 18,000.00	\$ (18,000.00)	\$ -
429.372 - REPAIR & MAINT SERVICES	\$ 3,187.50	\$ 10,000.00	\$ (6,812.50)	\$ -
Total SERVICES & CHARGES	\$ 7,467.25	\$ 112,000.00	\$ (104,532.75)	\$ 4,278.75

TREATMENT SERVICES								
429.362 · EXETER - TREATMENT CHARGE	\$	27,500.00	\$	82,500.00	\$	(55,000.00)	\$	27,500.00
429.363 · INDUSTRIAL SURCHARGE	\$	-	\$	-	\$	-	\$	-
429.364 · CAPACITY CHARGE-EXETER	\$	-	\$	9,590.00	\$	(9,590.00)	\$	-
Total TREATMENT SERVICES	\$	27,500.00	\$	92,090.00	\$	(64,590.00)	\$	27,500.00
TOTAL 429 · COLLECTION/TREATMENT	\$	49,089.29	\$	284,395.00	\$	(205,325.71)	\$	31,435.64
470 · DEBT SERVICE								
BORO GEN OBLIGATION LOAN								
471.100 · DEBT PRINCIPAL GEN OBL NOTE	\$	16,526.15	\$	62,089.02	\$	(45,562.87)	\$	5,526.94
472.100 · DEBT INTEREST GEN OB NOTE	\$	1,473.85	\$	4,955.49	\$	(3,481.64)	\$	473.06
Total BORO GEN OBLIGATION LOAN	\$	18,000.00	\$	67,044.51	\$	(49,044.51)	\$	6,000.00
EXETER DEBT SERVICE								
471.110 · 1993 DS PRINCIPAL (2021)	\$	-	\$	13,398.05	\$	(13,398.05)	\$	-
471.115 · 2011 SLUDGE PRINCIPAL (2026)	\$	-	\$	37,885.09	\$	(37,885.09)	\$	-
472.110 · 1993 DS INTEREST (2021)	\$	-	\$	2,315.45	\$	(2,315.45)	\$	-
472.115 · 2011 SLUDGE INTEREST (2026)	\$	-	\$	5,942.21	\$	(5,942.21)	\$	-
Total EXETER DEBT SERVICE	\$	-	\$	59,540.80	\$	(59,540.80)	\$	-
Total 470 · DEBT SERVICE	\$	18,000.00	\$	126,585.31	\$	(109,585.31)	\$	6,000.00
492 · INTERFUND OPERATING TRANSFERS								
492.010 · TRANSFER TO GENERAL FUND	\$	30,000.00	\$	30,000.00	\$	-	\$	-
Total 492 · INTERFUND OPERATING TRANS	\$	30,000.00	\$	30,000.00	\$	-	\$	-
TOTAL EXPENSE	\$	97,059.29	\$	410,970.31	\$	(313,911.02)	\$	39,435.64

Borough Exhibit 7

BOROUGH OF SAINT LAWRENCE

3540 Saint Lawrence Ave

Reading PA 19606

CONSOLIDATED TREASURER'S REPORT

FOR THE MONTH OF DECEMBER 2018

FUND ACCOUNT TOTALS

TOTAL CASH AVAILABLE IN GENERAL FUND ACCOUNTS	\$ 186,487.38
TOTAL CASH AVAILABLE IN RESERVE ACCOUNTS	\$ 74,599.79
TOTAL CASH AVAILABLE IN SEWER FUND ACCOUNTS	\$ 285,586.07
TOTAL CASH AVAILABLE IN LIQUID FUEL ACCOUNTS	\$ 273,359.91
TOTAL CASH AVAILABLE IN FIRE TAX FUND ACCOUNTS	\$ 946.44
TOTAL BALANCE IN FIRE ESCROW ACCOUNT	\$ 10.00

GENERAL FUND ACCOUNTS - ACCOUNT ACTIVITY

PETTY CASH	Beginning Balance	\$ 86.15
	Revenue	\$ 0.47
	Transfers In (Out)	\$ -
	Expenses	\$ -
	Ending Balance	\$ 86.62
PLGIT MM	Beginning Balance	\$ 144,068.85
	Revenue	\$ 1,024.73
	Transfers In (Out)	\$ -
	Expenses	\$ -
	Ending Balance	\$ 145,093.58
VIST SAVINGS	Beginning Balance	\$ 28,584.11
	Revenue	\$ 46,817.47
	Transfers In (Out)	\$ (70,000.00)
	Expenses	\$ -
	Ending Balance	\$ 5,401.58
VIST CHK	Beginning Balance	\$ 9,676.24
	Revenue	\$ 70,010.23
	Transfers In (Out)	\$ -
	Expenses	\$ (44,179.07)
	Ending Balance	\$ 35,507.40
VIST GEN OPS	Beginning Balance	\$ 398.13
	Revenue	\$ 0.07
	Transfers In (Out)	\$ -
	Expenses	\$ -
	Ending Balance	\$ 398.20
TOTAL CASH AVAILABLE IN GENERAL FUND ACCOUNTS		\$ 186,487.38

RESERVE ACCOUNTS

VIST OPERATING RESERVE	Beginning Balance	\$ 35,341.68
	Revenue	\$ 106.02
	Expenses	\$ -
	Ending Balance	\$ 35,447.70
VIST CAP RESERVE	Beginning Balance	\$ 39,045.45
	Revenue	\$ 106.64
	Expenses	\$ -
	Ending Balance	\$ 39,152.09
TOTAL CASH AVAILABLE IN RESERVE ACCOUNTS		\$ 74,599.79

SEWER FUND ACCOUNTS		
VIST SEWER CHK	Beginning Balance	\$ 30,980.02
	Transfer In (Out)	\$ -
	Revenue	\$ 5.47
	Expenses	\$ 2,444.51
	Ending Balance	\$ 33,430.00
VIST SEWER SAVINGS	Beginning Balance	\$ 62,443.48
	Transfer In (Out)	\$ -
	Revenue	\$ 6,713.81
	Expenses	\$ -
	Ending Balance	\$ 69,157.29
PNC SEWER MM	Beginning Balance	\$ 23,729.68
	Revenue	\$ 17.28
	Transfer In (Out)	\$ -
	Expenses	\$ (6,000.00)
	Ending Balance	\$ 17,746.96
PLGIT	Beginning Balance	\$ 164,348.19
	Revenue	\$ 903.63
	Transfers In (Out)	\$ -
	Expenses	\$ -
	Ending Balance	\$ 165,251.82
TOTAL CASH AVAILABLE IN SEWER FUND ACCOUNTS		\$ 285,586.07
LIQUID FUELS ACCOUNT		
VIST NOW	Beginning Balance	\$ 6,426.69
	Revenue	\$ 1.09
	Transfers In (Out)	\$ -
	Expenses	\$ -
	Ending Balance	\$ 6,427.78
PLGIT	Beginning Balance	\$ 265,459.27
	Revenue	\$ 1,472.86
	Transfers In (Out)	\$ -
	Expenses	\$ -
	Ending Balance	\$ 266,932.13
TOTAL CASH AVAILABLE IN LIQUID FUEL ACCOUNTS		\$ 273,359.91
FIRE TAX FUND		
VIST	Beginning Balance	\$ 884.89
	Revenue	\$ 71.55
	Expenses	\$ (10.00)
	Ending Balance	\$ 946.44
	TOTAL CASH AVAILABLE IN FIRE TAX FUND ACCOUNTS	
FIRE LOSS ESCROW ACCOUNT		
VIST NON-INTEREST BEARING	Beginning Balance	\$ 10.00
	Liability	\$ -
	Expenses	\$ -
	Ending Balance	\$ 10.00
	TOTAL REMAINING IN FIRE ESCROW ACCOUNT	

SEWER LOAN BALANCES

AS OF JANUARY 7, 2019

	LOAN PRINCIPAL BALANCE	MATURITY DATE
2010 PNC SEWER PROJECT LOAN @ 3.97%	with calculated interest	
Principal Balance	\$ 150,152.23	6/15/2022
Estimated Interest	\$ 6,823.84	(Projected payoff 1st Q 2021)
PNC TOTAL	\$ 156,976.07	
	LOAN BALANCE W/INT	
1993 Debt Service Exeter @ 4.298%	\$ 47,140.69	11/20/2021
Debt Service II @ 1.889%**	\$ 350,618.43	11/20/2026
EXETER TOTAL	\$ 397,759.12	
TOTAL DEBT	\$ 554,735.20	

** Loan balance increases as Exeter performs eligible capital improvements

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application and Related Filings of : Docket No. A-2018-3004933
Pennsylvania American- Water Company :
Under Sections 507, 1102(A), and 1329 of :
the Pennsylvania Public Utility Code, 66 :
Pa.C.S.A. §§ 507, 1102(A), and 1329 for :
Approval of its Acquisition of Wastewater :
System Assets of Exeter Township, Related :
Wastewater Service Rights, Fair Market :
Valuation Ratemaking Treatment, Deferral :
of the Post-Acquisition Improvement Costs, :
and Certain Contracts with Municipal :
Corporations; Docket No. A-2018-3004933, :
Et Al. :

CERTIFICATE OF SERVICE

I, Joan E. London, Esquire, certify that I have, on this date, served a true and correct copy of the Testimony of Robert J. May, P.E., Borough Council President, on behalf of Intervenor, Borough of St. Lawrence, Berks County, upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

VIA ELECTRONIC MAIL

Samuel W. Cortes, Esquire
Barnett Satinsky, Esquire
Fox Rothschild, LLP
Eagleview Corporate Center
747 Constitution Drive, Suite 100
Exton, PA 19341-0673
scortes@foxrothschild.com

Tanya J. McCloskey, Esquire
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
tmccloskey@paoca.org

Barnett Satinsky, Esquire
Fox Rothschild, LLP
2000 Market Street, 20th Floor
Philadelphia, PA 19103
bsatinsky@foxrothschild.com

Susan Simms-Marsh, Esquire
Pennsylvania-American Water Co.
852 Wesley Drive
Mechanicsburg, PA 17055
susan.marsh@amwater.com

David Zambito, Esquire
Jonathan P. Nase, Esquire
Cozen O'Connor
17 North Second Street
Suite 1410
Harrisburg, PA 17101
dzambito@cozen.com
jnase@cozen.com

John Evans, Esquire
Office of Small Business Advocate
PA Dept. of Community & Econ. Dev.
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101-1303
jorevan@pa.gov

Erika L. McLain, Esquire
PA Public Utility Commission
Bureau of Inv. & Enforcement
P.O. Box 3265
Harrisburg, PA 17105-3265
ermclain@pa.gov

Christine Sadler, Esquire
Berks County Solicitor's Office
Berks County Services Center
633 Court Street, 13th Floor
Reading, PA 19601
csadler@countyofberks.com

Lower Alsace Township
Attention: Board of Supervisors
1200 Carsonia Avenue
Reading, PA 19606
manager@latownship.org

Berks County Planning Commission
Berks County Services Center
633 Court Street, 14th Floor
Reading, PA 19601
Planning@countyofberks.com

Erin L. Gannon, Esquire
Christine Maloney Hoover, Esquire
Harrison W. Breitman, Esquire
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
EGannon@paoca.gov / CHoover@paoca.org / HBreitman@paoca.org

Administrative Law Judge
Andrew M. Calvelli
400 North Second Street
2nd Floor West
Harrisburg, PA 17120
acalvelli@pa.gov

KOZLOFF STOUDT
Professional Corporation



Joan E. London, Esquire

Dated: 7/16/19

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application and Related Filings of : Docket No. A-2018-3004933
Pennsylvania American- Water Company :
Under Sections 507, 1102(A), and 1329 of :
the Pennsylvania Public Utility Code, 66 :
Pa.C.S.A. §§ 507, 1102(A), and 1329 for :
Approval of its Acquisition of Wastewater :
System Assets of Exeter Township, Related :
Wastewater Service Rights, Fair Market :
Valuation Ratemaking Treatment, Deferral :
of the Post-Acquisition Improvement Costs, :
and Certain Contracts with Municipal :
Corporations; Docket No. A-2018-3004933, :
Et Al. :

SUR-REBUTTAL TESTIMONY OF ROBERT J. MAY, BOROUGH COUNCIL
PRESIDENT, ON BEHALF OF INTERVENOR,
BOROUGH OF ST. LAWRENCE, BERKS COUNTY ON TOWNSHIP OF EXETER
SALE OF WASTEWATER SYSTEM ASSETS

KOZLOFF STOUTD
Professional Corporation

Joan E. London, Esquire
Attorney I.D. #67934
2640 Westview Drive
Wyomissing, PA 19610
(610) 670-2552

SUR-REBUTTAL TESTIMONY OF ROBERT J. MAY

1 Q. Did you testify earlier in this case?

2 A. Yes.

3 Q. And do you incorporate all of the answers you gave earlier, without modification?

4 A. Yes.

5 Q. In preparation for this Sur-Rebuttal Testimony, and in your capacity as Council
6 President of the Borough of St. Lawrence, did you review the Rebuttal Testimony
7 of John Granger, Manager, Township of Exeter?

8 A. Yes.

9 Q. And in preparation for this Sur-Rebuttal Testimony, and in your capacity as
10 Council President of the Borough of St. Lawrence, did you review the Direct
11 Testimony of Kevin Conrad from SSM in this matter?

12 A. Yes.

13 Q. Let's first discuss the Rebuttal Testimony of John Granger as it relates to the
14 Borough of St. Lawrence. Specifically, did you review Pages 4 and 5 of Mr.
15 Granger's testimony, where he answers questions regarding the interest of the
16 Borough in the Exeter Wastewater System, and billing disputes with Exeter
17 Township?

18 A. Yes, I did.

19 Q. Let's go through those assertions one by one. First, do you agree that the
20 wastewater treatment plant is located on real property owned by Exeter
21 Township, with an address of 400 Hanover Street, Birdsboro, PA 19508?

1 A. Yes.

2 Q. And do you agree with the statement on Page 4 that Exeter, through its sewer
3 system, provides for the transportation, treatment, and disposal of wastewater and
4 sewage generated by St. Lawrence?

5 A. Not completely. St. Lawrence owns a sewage collection system, which connects
6 into the Exeter Sewer System. Mr. Granger testifies on Page 4, Lines 18 and 19,
7 that "St. Lawrence owns no title to any real property or assets associated with the
8 System." I disagree. Because of our construction of and ownership of the
9 collection system for St. Lawrence, we do in fact own an asset associated with the
10 System.

11 Q. Does the Borough of St. Lawrence have any title interest in the Exeter Township
12 wastewater treatment plant?

13 A. No, St. Lawrence does not.

14 Q. For what reason, then, is it the position of the Borough that it has interests to be
15 protected in the sale of the Exeter Sewer System?

16 A. As stated in detail in my Direct Testimony, from Page 5, Line 1, to Page 13, Line
17 19, the Borough has, since 1967, made significant capital contributions to the Plant,
18 and its expansions and required upgrades over time, including most recently debt
19 for the installation of a sludge dryer at the Exeter Plant. The Borough has incurred
20 debt and debt service payments to do so, and payment of debt service has been
21 ongoing.

1 Q. Let's discuss the sludge dryer for a moment. Was there any expectation by Exeter
2 of revenue from the sludge dryer?

3 A. Yes. The expectation was that Exeter would process sewage sludge from not only
4 its own plant, but would sell the services to others, and also would be able to sell
5 the processed sludge, which is a Class A biosolid for application on farm fields as
6 an organic fertilizer. The purpose of the sludge dryer was to minimize Exeter's
7 costs, as well as take in sludge from other municipalities and authorities.

8 Q. Was there any expectation that St. Lawrence, as a contributor, would share in that
9 revenue?

10 A. Yes. It was agreed that St. Lawrence was to receive a credit on its billing for
11 treatment costs for septage revenues.

12 Q. What is the specific concern with the sale of the plant?

13 A. That there is no guarantee that this will continue. There is a reasonable expectation
14 that we receive credit, or are reimbursed for it.

15 Q. Has St. Lawrence been required, as a party connected to the Exeter Sewer System
16 to make upgrades and improvements to the collection system?

17 A. Yes.

18 Q. What prompted those upgrades and improvements?

19 A. Exeter Township was alleging that St. Lawrence's collection system was the source
20 of inflow and infiltration (I & I) of groundwater and stormwater into the sewer
21 system. As a result, from 2000-2013, the Borough, at considerable expense, and
22 incurring debt, corrected these issues.

- 1 Q. But aren't making these types of improvements, and I & I correction obligations
2 which in the end benefitted St. Lawrence by lowering its treatment costs?
- 3 A. I don't deny an obligation to make the system as "tight" as possible, and to prevent
4 and correct I & I. In these proceedings, however, we have discovered that the
5 Exeter portion of the system is in disrepair and poor condition, which is part of the
6 reason for its being sold to PAWC. The I & I problem was not the fault of St.
7 Lawrence in the manner that Exeter Township represented it to be, and our
8 program of I & I correction and upgrades has been of benefit to Exeter Township
9 by reducing flows into its plant. There is a portion of Exeter sewage that enters
10 the St. Lawrence collection system, for which St. Lawrence has not charged Exeter.
- 11 Q. Are you familiar with the collection system repairs and upgrades which have been
12 conducted by the Borough?
- 13 A. Yes.
- 14 Q. Who is the Borough's consultant for sewer matters?
- 15 A. The Wyomissing office of the engineering firm of Spotts, Stevens & McCoy, also
16 called SSM.
- 17 Q. And is there a specific individual with whom the Borough works at SSM on
18 matters related to sewage and the sewer system?
- 19 A. Yes. The representative with whom we work is Kevin Conrad, who is a Project
20 Manager at SSM.
- 21 Q. And you reviewed Mr. Conrad's Direct Testimony in this matter?
- 22 A. Yes.

- 1 Q. And are you in agreement with Mr. Conrad's testimony?
- 2 A. Yes.
- 3 Q. I have what we will mark as Borough Exhibit 9. Could you identify that for us?
- 4 A. This is a summary of projects undertaken and completed by the Borough, since
5 2000, in repairs and upgrades to the Borough sewage collection system, for the
6 purpose of maintenance and rehabilitation of the system, and abatement of I & I.
- 7 Q. In your capacity as a member of Borough Council, and then as Borough Manager,
8 have you been familiar with these projects?
- 9 A. Yes.
- 10 Q. Let's discuss these projects in detail. First, was there work performed in 2000?
- 11 A. Yes, the work performed in 2000 was a Sanitary Sewer Lining Project on mains
12 along Oley Turnpike Road and Prospect Street, totaling 2,510 linear feet.
- 13 Q. Next, was there work performed from 2003-2006?
- 14 A. Yes. From 2003-2006, the Borough installed rain shields in all of its manholes, with
15 237 installed in total. The purpose was to reduce both I & I and sediment runoff
16 into the collection system. Additionally, the Borough televised sections of the
17 sewer in 2006. This 2006 televising led to an extensive I & I abatement project that
18 same year involving heavy cleaning, treatment of roots in mains, testing and
19 grouting of mains and lateral connections, and spot repairs using Cured In Place
20 Point (CIPP) repairs.
- 21 Q. Was there work performed in 2007?

1 A. Yes. In 2007, the Borough bid a contract for televising and cleaning of the entire
2 collection system. The bid was awarded to Utility Services Group (USG), for work
3 to be performed in accordance with the Pipeline Assessment Certification Program
4 (PACP) of the National Association of Sewer Service Companies (NASSCO). USG,
5 in accordance with the NASSCO PACP standards, televised approximately 43,269
6 linear feet of sanitary sewer main.

7 Q. Subsequent to the USG televising in 2007, was there also rehabilitation work
8 performed on the collection system?

9 A. Yes. In 2008, the Borough had some initial work performed. This project included:

10 a) Sewer main lining of 1,330 linear feet of 10" sewer main from
11 Manhole 1.5E (near Meter Pit #3) to Manhole 5E, which is located near Lynn
12 Avenue;

13 b) A 70 foot CIPP Point Repair of 12" sanitary sewer main to
14 repair a known source of infiltration in the line in Bingaman Street between
15 Manhole 15.05W and Manhole WC 15W;

16 c) A CIPP Point Repair of 12" sanitary sewer main repair at a
17 known source of infiltration in the Bingaman Street line between Manhole
18 16W and Manhole 15.05W; and,

19 d) Repair of active infiltration in Manhole 14.11W.

20 Q. After 2008, did the Borough perform rehabilitation work on the sewer system?

21 A. Yes. In 2010, the Borough performed a large-scale project to rehabilitate several
22 areas of the collection system.

- 1 Q. What was involved in the project?
- 2 A. The 2010 project involved full pipe lining, CIPP Point Repairs, lining of manholes,
3 and televising of laterals.
- 4 Q. Can you give specifics of work performed for the 2010 project?
- 5 A. The work performed was:
- 6 a) Lining of 4,871 linear feet of 8" sewer main;
- 7 b) Lining of 1,625 linear feet of 10" sewer main;
- 8 c) Lining of 2,055 linear feet of 12" sewer main;
- 9 d) Installation of 28 separate 8" CIPP Point Repairs;
- 10 e) Lining of 70 sanitary sewer manholes; and,
- 11 f) Televising of 1,542 linear feet of sewer laterals.
- 12 Q. What was the cost of this project?
- 13 A. The cost at the time was \$443,000.00.
- 14 Q. Did the Borough take a loan to complete the project?
- 15 A. Yes.
- 16 Q. Are you still paying on this loan?
- 17 A. Yes.
- 18 Q. As of the date that you give this testimony, what is the balance due on this 2010
19 loan?
- 20 A. The PNC 2010 Sewer Project Loan Balance was \$126,953.99.
- 21 Q. Since 2010, has work been performed on the sanitary sewer system in the Borough?

1 A. Yes. There were two projects undertaken in 2013. The first was a manhole
2 rehabilitation project, where the Borough repaired Manholes 2T and 1T which were
3 found to be leaking. There was then a televising project in 2013, where the Borough
4 televised select portions of the collection system that discharge into Meter Pit #4. This
5 included the sewer mains from the Oley Turnpike Road/Prospect Street system as well
6 as the sewer mains along Bingaman Street.

7 Q. Did Exeter benefit from this project?

8 A. In what ways did Exeter Township benefit from this project?

9 Q. Exeter benefited by having to treat less I & I in their plant and it reduced the total
10 flows treated. *

11 Q. Did St. Lawrence incur debt at the behest of Exeter Township for the improvement
12 of the sewage treatment plant?

13 A. Yes.

14 Q. When did the Borough incur debt for the Exeter sewage treatment plant?

15 A. In 1993 and in 2011.

16 Q. Was any of this debt for the collection system?

17 A. No. It was for capital improvements to the sewage treatment plant.

18 Q. Is the Borough still making debt service payments?

19 A. Yes. The Borough is making payments and will be doing so until 2021 on the first
20 loan, taken in 1993, and on the second, taken in 2010, it will be making payments until
21 2026.

22 Q. What was the reason for the 1993 loan?

- 1 A. That was for plant expansion and upgrades.
- 2 Q. What was the reason for the 2010 loan?
- 3 A. That was for purposes of installation and operation of a sludge dryer.
- 4 Q. Since 2010, has the Borough made debt payments to Exeter Township?
- 5 A. Yes.
- 6 Q. I am going to show you some invoices and amortization schedules that we will
7 collectively mark as Borough Exhibit 10. Are these documents that the Borough received
8 from Exeter Township relative to debt service payments?
- 9 A. Yes.
- 10 Q. These are not a complete set of the payments made since 1993, correct?
- 11 A. No. We were not able to locate every invoice, but these are a representative
12 sampling.
- 13 Q. What, generally, do these invoices show?
- 14 A. They show semi-annual debt payments to Exeter Township.
- 15 Q. Looking at the first page, dated July 13, 2011, what does this show?
- 16 A. It shows the July 2011 semi-annual debt service payment to Exeter Township in
17 the amount of \$17,165.04.
- 18 Q. Going to the next page, dated December 5, 2011, what does that show.
- 19 A. It shows a payment of \$18,052.15 made that year, less the \$17,165.04 payment, with
20 a balance due of \$887.11.
- 21 Q. The next page appears to be an amortization schedule. What does this show?

1 A. It shows the Borough's sewer plant-related debt to Exeter Township as of the first
2 quarter of 2011. There was a total debt amortized of \$405,334.10 as of March 31, 2011,
3 with the semi-annual payment of \$17,165.04, and annual payments due, with a maturity
4 date of November 20, 2026 of \$34,330.15.

5 Q. What was the interest rate?

6 A. 3.915%.

7 Q. Let's go to the next page, titled Invoice #14626 from Exeter Township to the
8 Borough, dated June 15, 2015. What does this show?

9 A. It shows a 2015 semi-annual debt service payment of \$20,246.91.

10 Q. The next page appears to be another amortization schedule for the debt. What
11 does this show?

12 A. The next amortization schedule shows the semi-annual payments and annual
13 payments from 2010 through 2015. For May 2011, it shows the semi-annual payment of
14 \$17,165.04 to which I testified earlier. The schedule then additional principal due to
15 shared project costs, and annual debt service payments from 2015 to 2026 projected at
16 \$40,493.82.

17 Q. I would like you to look at the next three pages, which start with Invoice #15449
18 from Exeter Township to St. Lawrence Borough dated July 13, 2016, in the amount of
19 \$7,856.75, and an amortization schedule. What does this show?

20 A. These three pages show the payments on debt from 1993, which shows payments
21 after two refinancings to lower the interest rates. The original interest rate was 6.253%,
22 refinanced to 5.182% and then refinanced to its current rate of 4.298%. The projected

1 semi-annual payment until its maturity date on November 20, 2021 is approximately
2 \$15,713.50.

3 Q. Is the Borough still making payments on the 1993 debt?

4 A. Yes.

5 Q. Please review the next document, which is Invoice #15450 from Exeter Township
6 to the Borough of St. Lawrence, dated July 14, 2016. What does this show?

7 A. This Invoice shows the 2016 semi-annual debt service payment of \$21,059.66.

8 Q. Is there an amortization schedule to support this payment?

9 A. Yes.

10 Q. Go to the next page. What does that show?

11 A. The next page is an amortization schedule, showing the principal balances and
12 additional principal for shared project costs. The loan was refinanced in 2013, to reduce
13 the interest rate from 3.195% to 1.889%, and as of the end of 2016, the debt to be amortized
14 was \$416,577.27. The projected annual payment from St. Lawrence under this schedules
15 was \$42,119.32, with half of that being the semi-annual payment of \$21,059.66.

16 Q. Go to the next page, which is Invoice No. 271, dated May 31, 2017. What does that
17 show?

18 A. That shows an amount due from the Borough to Exeter Township for the 2017
19 semi-annual debt service payment of \$21,818.31.

20 Q. Go to the next page. Could you identify that for us?

1 A. That is the accompanying amortization schedule, showing annual payments to
2 2026 of approximately \$43,636.62, which is on the principal balance and additional
3 principal for shared project costs.

4 Q. Go to the next page, which is Invoice No. 272, dated May 31, 2017. What does that
5 show?

6 A. That shows an amount due from the Borough to Exeter Township for the 2017
7 semi-annual debt service payment of \$7,856.75.

8 Q. Go to the next page. Could you identify that for us?

9 A. That is the accompanying amortization schedule for the 1993 loan, showing annual
10 payments to 2021 of approximately \$15,713.50.

11 Q. You testified to shared costs, and earlier there was testimony on capital
12 contributions. I have what we will mark collectively as Borough Exhibit 11, which appear
13 to be spreadsheets, and are titled "Saint Lawrence Shared Costs, Capital Projects. Who
14 prepared these spreadsheets?

15 A. These were prepared by Exeter Township.

16 Q. And did you review these documents in advance of today's testimony?

17 A. Yes.

18 Q. Can you tell us, generally, what these spreadsheets show?

19 A. Under the May 8, 2003 Agreement with Exeter Township, to which I testified on
20 Direct Examination, the Borough was to pay a share of capital costs, which was agreed to
21 be 6.51%. These spreadsheets show the Borough's expected payment, as calculated by
22 Exeter Township, of these shared costs.

1 Q. What was the largest capital expenditure incurred?

2 A. The largest of the expenditures was for the sludge dryer, and especially its
3 installation, as you see in the 10/1/2010-3/31/2011 and 4/1/2011-9/30/2011
4 spreadsheet. However, there were other purchases and costs, including replacement
5 parts, an F-250 truck, and computer and other equipment upgrades, for all of which the
6 Borough was assessed and paid a 6.51% share.

7 Q. Was the sludge dryer expected to produce revenues for Exeter Township?

8 A. Yes. Part of the purpose was not only to allow Exeter to de-water and process its
9 own sewage sludge, but also to sell the service to other municipalities and authorities,
10 and to receive fees for processing waste from their plants. Further, the dried sludge can
11 be sold as a fertilizer.

12 Q. Was St. Lawrence to be compensated for its contribution to the sludge dryer?

13 A. Yes. St. Lawrence was credited with a septage revenue share.

14 Q. I have four pages, which we will collectively mark as Borough Exhibit 12, and are
15 identified as Invoices 11481, 13159, 13977, and 15127. Have you seen these prior to today?

16 A. Yes.

17 Q. And could you tell us generally what these are?

18 A. These are invoices for eligible Operations and Maintenance Costs for the Exeter
19 Treatment Plant, which are based on alleged percentage of flow to the wastewater
20 treatment plant through the Borough collection system, for 2011, 2014, and 2015.

21 Q. Do these invoices show a septage credit?

1 A. Yes. They show a deduction for a septage revenue share, and the sludge dryer is
2 a major part of that?

3 Q. Do you have a concern that there will be a loss of that credit in the event of the
4 sale?

5 A. Yes. One of the disputes we have had with Exeter is that the sludge dryer is part
6 of the sale of the plant. Exeter is receiving \$96 million for the sale of the wastewater
7 treatment plant. St. Lawrence, however, has incurred debt to pay for part of the plant,
8 and has contributed to capital costs and improvements at a 6.51% share, and faces loss of
9 the credit depending on the PAWC rate structure, and unjust loss of investment.

10 Q. Exeter Township has responded that it is paying off the St. Lawrence debt, and
11 will forgive disputed billings. Is that sufficient?

12 A. No it is not. St. Lawrence has incurred debt for capital improvements to the plant,
13 and has been making payments that we have documented here since 1993, and capital
14 contributions since 1967 under the initial agreement. For Exeter to pay just the remaining
15 debt does not compensate the Borough for years of principal and interest payments.
16 Exeter is realizing a windfall at the expense of St. Lawrence, which has paid 6.51% of
17 capital expenditures. As to the disputed billings, Mr. Conrad has testified that the
18 metering was flawed, and measurements at Meter Pit #4 in particular were not accurate.
19 So Exeter is not giving us anything there either. The Borough Manager, Ms. Leinbach
20 and I spent years attempting to resolve the billing issues with Exeter Township. We first
21 were led to believe that the problem was I & I. So we incurred debt to repair any issues
22 that we had, and undertook extensive projects that I just outlined. We then compared

1 Borough water usage, through billings with our public water provider, Mt. Penn Borough
2 Municipal Authority, as even after we fixed the I & I, the billing percentages were higher
3 than they should have been. As an aside, Exeter itself uses water billings, and not flow
4 meters. That is why in 2013 we had the study, to which Mr. Conrad testified, performed.
5 Exeter has been made aware of the study, but will not budge from the position that their
6 meters are accurate and that there is I & I from St. Lawrence. We now have seen in
7 discovery, in Mr. Kubas' testimony, that Exeter, per PAWC, has not performed an I & I
8 study since the 1960s.

9 Q. Does this conclude your Sur-Rebuttal testimony?

10 A. Yes.

Borough Exhibit 9

Summary of Work Completed

2000 Sanitary Sewer lining Project – SSM No. 5213.0021

In 2000 the Borough of St. Lawrence completed a lining project totaling 2,510 lf. This lining was performed on portions of the sanitary sewer mains on Oley Turnpike Road as well as Prospect Street. In total the Borough lined approximately 975 lf of sanitary sewer main on Oley Turnpike Road and 1,535 lf on Prospect Street. This included 470 ft of the sewer mains from Prospect Street to the MH 219B on the Exeter Interceptor Line near Meter Pit 4 as well as the entire length of Prospect Street from the Borough Line with Exeter to Oley Turnpike Road.

2003 – 2006

Between 2003 and 2006 the Borough installed rain shields in all manholes owned by the Borough. In total approximately 237 Rain Shields were installed in the manholes within the Borough owned collection system. The secondary Rain Shields are used to help reduce sediment runoff into the collection system which can cause restrictions in the sewer mains. In addition, these rain shields also help to reduce the amount of storm water (Inflow) entering the collections system through the manhole lids.

2006 – Televising – SSM No. 100852.0027

In 2006 the Borough televised sections of Oley Turnpike Road from Perkiomen Ave. (SR 422) to Prospect Street as well as the sewer mains from Meter Pit #1 to Exeter Manhole 219B just upstream of Meter Pit #4. This is the section of sewer where Exeter Connects to the St. Lawrence Borough portion of the sewer main on Bingaman Street to where St. Lawrence Borough connects into Exeter Interceptor Line near Meter Pit #4.

2006 I&I Abatement – SSM No. 100852.0028

In 2006 the Borough performed an I&I Abatement Project on sections of the sanitary sewer collection system. This project consisted of Heavy Cleaning and Treating of Roots in the sanitary sewer mains, Testing and Grouting of sanitary sewer sewer mains and lateral connections, spot repairs using Cured In Place (CIPP) Point Repairs. This project was performed as a result of the findings of the 2006 Televising Project. The repairs included:

Oley Turnpike Road

- Testing of 105 Pipe Joints
- Grouting of 27 Joints
- Testing and grouting of 6 lateral connections
- 5 CIPP Point Repairs to the 8" sanitary sewer main

Bingaman Street

- Testing of 323 Pipe Joints
- Grouting of 81 Joints
- Testing and grouting of 11 lateral connections
- 5 CIPP Point Repairs to the 12" sanitary sewer main
- Heavy cleaning of 929 lf of sanitary sewer main

2007 Sanitary Sewer Cleaning and Televising Project – SSM No. 100852.0036

In 2007, the Borough of St. Lawrence put out a public bid for Cleaning and Televising of the entire sanitary sewer collection system. The successful bidder was Utility Services Group, Inc. (USG). This

contractor is a National Association of Sewer Service Company's (NASSCO) Pipeline Assessment Certification Program (PACP) Certified contractor. The televising was performed in accordance with the NASSCO PACP Program. In total the contractor televised approximately 43,269 lf of sanitary sewer main.

2008 Sewer Rehabilitation Project – SSM No. 100852.0038

As a result of the 2007 televising project, the Borough did some initial sewer rehabilitation in 2008. This project included:

- Sewer main lining of 1,330 lf of 10" sanitary sewer main from Manhole 1.5E (Near Meter Pit #3) to Manhole 5E located near Lynn Avenue.
- 1, 70 ft. CIPP Point Repair of 12" sanitary sewer main to repair a known source of Infiltration in the Bingaman Street line between Manhole 15.05W and Manhole WC 15W.
- 1 CIPP Point Repair of 12" sanitary sewer main repair a known source of Infiltration in the Bingaman Street line between Manhole 16W and Manhole 15.05W
- Repair of active infiltration in Manhole 14.11W

2010 Sewer Rehabilitation Project

In 2010 the Borough performed a large project to rehabilitate several areas within the collection system. This included full pipe lining, cured-in-place point repairs and lining of sewer manholes. The work was performed as follows:

- Lining of 4,781 lf of 8" sewer main
- Lining of 1,625 lf of 10" sewer main
- Lining of 2,055 lf of 12" sewer main
- Installation of 28 separate 8" CIPP Point Repairs
- Lining of 70 Sanitary Sewer Manholes
- Televising 1,542 lf of sewer laterals

The cost for this project was approximately \$443,000.

2013 Manhole Rehabilitation

In 2013 the Borough made repairs to 2 manholes that were found to be leaking; Manhole 2T and Manhole 1T. Manhole 2T had grout injected in the leaks in the manhole wall then the entire manhole was lined. Manhole 1T had leaks between the Frame and Riser section of the manhole. A frame sealant was applied to this area to stop the active leaks.

2013 Televising Project

In 2013 the Borough televised select portions of the collection system that discharge to Meter Pit #4. This included the sewer mains from the Oley Turnpike Road/Prospect Street system as well as the sewer mains along Bingaman Street.

Borough Exhibit 10

**EXETER TOWNSHIP
4975 DE MOSS ROAD
READING, PA 19606
(610) 779-5660**

INVOICE #11047

July 13, 2011

St. Lawrence Borough
3540 St. Lawrence Ave
Reading, PA 19606

Net Due 30 Days

2011 Semiannual Debt Service Payment – GOB 2009 \$17,165.04

THANK YOU!

**EXETER TOWNSHIP
4975 DE MOSS ROAD
READING, PA 19606
(610) 779-5660**

INVOICE #11434

December 5, 2011

St. Lawrence Borough
3540 St. Lawrence Ave
Reading, PA 19606

Net Due 30 Days

2011 Semiannual Debt Service Payment – GOB 2009	\$18,052.15
Less: Payment received ck3044 11/10/2011	<u>\$17,165.04</u>
Balance Due	<u>\$ 887.11</u>

THANK YOU!

Memo: Account No. – 08-393-110

St. Lawrence Debt Service Agreement - II

Debt to Be Amortized: \$290,180.59 as of 9/30/2010 Semiannual Payment: \$12,019.79

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
20-Nov, 2010	6,339.94	3.915%	5,679.85	12,019.79	12,019.79

Principal Balance: \$283,840.65

Additional Principal: \$121,493.45 (Shared Project Costs 10/01/2010 thru 03/31/2011)

Debt to Be Amortized: \$405,334.10 as of 3/31/2011 Semiannual Payment: \$17,165.04

20-May, 2011	9,230.62	3.915%	7,934.42	17,165.04	
20-Nov, 2011	9,411.31	3.915%	7,753.73	17,165.04	34,330.08
20-May, 2012	9,595.54	3.915%	7,569.50	17,165.04	
20-Nov, 2012	9,783.37	3.915%	7,381.67	17,165.04	34,330.08
20-May, 2013	9,974.88	3.915%	7,190.16	17,165.04	
20-Nov, 2013	10,170.14	3.915%	6,994.90	17,165.04	34,330.08
20-May, 2014	10,369.22	3.915%	6,795.82	17,165.04	
20-Nov, 2014	10,572.20	3.915%	6,592.84	17,165.04	34,330.08
20-May, 2015	10,779.15	3.915%	6,385.89	17,165.04	
20-Nov, 2015	10,990.15	3.915%	6,174.89	17,165.04	34,330.08
20-May, 2016	11,205.28	3.915%	5,959.76	17,165.04	
20-Nov, 2016	11,424.63	3.915%	5,740.41	17,165.04	34,330.08
20-May, 2017	11,648.26	3.915%	5,516.78	17,165.04	
20-Nov, 2017	11,876.28	3.915%	5,288.76	17,165.04	34,330.08
20-May, 2018	12,108.76	3.915%	5,056.28	17,165.04	
20-Nov, 2018	12,345.79	3.915%	4,819.25	17,165.04	34,330.08
20-May, 2019	12,587.46	3.915%	4,577.58	17,165.04	
20-Nov, 2019	12,833.85	3.915%	4,331.19	17,165.04	34,330.08
20-May, 2020	13,085.08	3.915%	4,079.96	17,165.04	
20-Nov, 2020	13,341.22	3.915%	3,823.82	17,165.04	34,330.08
20-May, 2021	13,602.37	3.915%	3,562.67	17,165.04	
20-Nov, 2021	13,868.64	3.915%	3,296.40	17,165.04	34,330.08
20-May, 2022	14,140.12	3.915%	3,024.92	17,165.04	
20-Nov, 2022	14,416.91	3.915%	2,748.13	17,165.04	34,330.08
20-May, 2023	14,699.12	3.915%	2,465.92	17,165.04	
20-Nov, 2023	14,986.86	3.915%	2,178.18	17,165.04	34,330.08
20-May, 2024	15,280.22	3.915%	1,884.82	17,165.04	
20-Nov, 2024	15,579.33	3.915%	1,585.71	17,165.04	34,330.08
20-May, 2025	15,884.30	3.915%	1,280.74	17,165.04	
20-Nov, 2025	16,195.23	3.915%	969.81	17,165.04	34,330.08
20-May, 2026	16,512.26	3.915%	652.78	17,165.04	
20-Nov, 2026	16,835.55	3.915%	329.56	17,165.11	34,330.15

**EXETER TOWNSHIP
4975 DE MOSS ROAD
READING, PA 19606
(610) 779-5660**

INVOICE #14626

June 15, 2015

St. Lawrence Borough
3540 St. Lawrence Ave
Reading, PA 19606

Net Due 30 Days

2015 Semiannual Debt Service Payment – GOB 2012 & 2013 \$20,246.91

THANK YOU!

Memo: Account No. – 08-393-110

St. Lawrence Debt Service Agreement - II

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
Debt to Be Amortized: \$290,180.59 as of 9/30/2010		Semiannual Payment: \$12,019.79			
20-Nov, 2010	6,339.94	3.915%	5,679.85	12,019.79	12,019.79
Principal Balance: \$283,840.65					
Additional Principal: \$121,493.45 (Shared Project Costs 10/01/2010 thru 03/31/2011)					
Debt to Be Amortized: \$405,334.10 as of 3/31/2011		Semiannual Payment: \$17,165.04			
20-May, 2011	9,230.62	3.915%	7,934.42	17,165.04	
Principal Balance: \$396,103.48					
Additional Principal: \$20,471.13 (Shared Project Costs 04/01/2011 thru 09/30/2011)					
Debt to Be Amortized: \$416,574.61 as of 9/30/2011		Semiannual Payment: \$18,052.15			
20-Nov, 2011	9,897.70	3.915%	8,154.45	18,052.15	35,217.19
Principal Balance: \$406,676.91					
Additional Principal: \$19,886.03 (Shared Project Costs 10/01/2011 thru 03/31/2012)					
Debt to Be Amortized: \$426,562.94 as of 3/31/2012		Semiannual Payment: \$18,934.88			
20-May, 2012	10,584.91	3.915%	8,349.97	18,934.88	
Principal Balance: \$415,978.03					
Additional Principal: \$1,240.92 (Shared Project Costs 04/01/2012 thru 09/30/2012)					
Debt to Be Amortized: \$417,218.95 as of 9/30/2012		Semiannual Payment: \$18,991.37			
20-Nov, 2012	10,824.31	3.915%	8,167.06	18,991.37	37,926.25
Principal Balance: 406,394.64					
Additional Principal: \$53,431.09 (Shared Project Costs 10/01/2012 thru 03/31/2013)					
Debt to Be Amortized: 459,825.73 as of 3/31/2013		Bonds Refinanced		Semiannual Payment: \$18,766.46	
20-May, 2013	14,423.41	1.889%	4,343.05	18,766.46	
20-Nov, 2013	14,559.64	1.889%	4,206.82	18,766.46	37,532.92
Principal Balance: 430,842.68					
Additional Principal: 4,376.04 (Shared Project Costs 04/01/2013 thru 09/30/2013)					
Debt to Be Amortized: 435,218.72 as of 09/30/2013		Semiannual Payment: \$18,957.07			
20-May, 2014	14,846.43	1.889%	4,110.64	18,957.07	
Principal Balance: 420,372.29					
Additional Principal: 7,761.56 (Shared Project Costs 10/01/2013 thru 03/31/2014)					
Debt to Be Amortized: 428,133.85 as of 3/31/2014		Semiannual Payment: \$19,307.09			
20-Nov, 2014	15,263.37	1.889%	4,043.72	19,307.09	38,264.16
Principal Balance: 412,870.48					
Additional Principal: 20,097.67 (Shared Project Costs 04/01/2014 thru 03/31/2015)					
Debt to Be Amortized: 432,968.15 as of 3/31/2015		Semiannual Payment: \$20,246.91			
20-May, 2015	16,157.53	1.889%	4,089.38	20,246.91	
20-Nov, 2015	16,310.13	1.889%	3,936.78	20,246.91	40,493.82
20-May, 2016	16,464.18	1.889%	3,782.73	20,246.91	
20-Nov, 2016	16,619.69	1.889%	3,627.22	20,246.91	40,493.82
20-May, 2017	16,776.66	1.889%	3,470.25	20,246.91	
20-Nov, 2017	16,935.12	1.889%	3,311.79	20,246.91	40,493.82
20-May, 2018	17,095.07	1.889%	3,151.84	20,246.91	
20-Nov, 2018	17,256.53	1.889%	2,990.38	20,246.91	40,493.82
20-May, 2019	17,419.52	1.889%	2,827.39	20,246.91	
20-Nov, 2019	17,584.05	1.889%	2,662.86	20,246.91	40,493.82
20-May, 2020	17,750.13	1.889%	2,496.78	20,246.91	
20-Nov, 2020	17,917.78	1.889%	2,329.13	20,246.91	40,493.82
20-May, 2021	18,087.01	1.889%	2,159.90	20,246.91	
20-Nov, 2021	18,257.84	1.889%	1,989.07	20,246.91	40,493.82
20-May, 2022	18,430.29	1.889%	1,816.62	20,246.91	
20-Nov, 2022	18,604.36	1.889%	1,642.55	20,246.91	40,493.82
20-May, 2023	18,780.08	1.889%	1,466.83	20,246.91	
20-Nov, 2023	18,957.46	1.889%	1,289.45	20,246.91	40,493.82
20-May, 2024	19,136.51	1.889%	1,110.40	20,246.91	
20-Nov, 2024	19,317.26	1.889%	929.65	20,246.91	40,493.82
20-May, 2025	19,499.71	1.889%	747.20	20,246.91	
20-Nov, 2025	19,683.88	1.889%	563.03	20,246.91	40,493.82
20-May, 2026	19,869.80	1.889%	377.11	20,246.91	
20-Nov, 2026	20,057.56	1.889%	189.44	20,247.00	40,493.91

**EXETER TOWNSHIP
4975 DE MOSS ROAD
READING, PA 19606
(610) 779-5660**

INVOICE #15449

July 13, 2016

St. Lawrence Borough
3540 St. Lawrence Ave
Reading, PA 19606

Net Due 30 Days

2016 Semiannual Debt Service Payment – GOB 2007

\$7,856.75

THANK YOU!

Memo: Account No. – 08-393-110

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

Debt to Be Amortized: \$238,183.00

Semiannual Payment: \$8,841.08

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
20-May, 93	1,393.98	6.253%	7,447.10	8,841.08	
20-Nov, 93	1,437.56	6.253%	7,403.51	8,841.08	17,682.15
20-May, 94	1,482.51	6.253%	7,358.57	8,841.08	
20-Nov, 94	1,528.86	6.253%	7,312.21	8,841.08	17,682.15
20-May, 95	1,576.66	6.253%	7,264.41	8,841.08	
20-Nov, 95	1,625.96	6.253%	7,215.11	8,841.08	17,682.15
20-May, 96	1,676.80	6.253%	7,164.28	8,841.08	
20-Nov, 96	1,729.23	6.253%	7,111.85	8,841.08	17,682.15
20-May, 97	1,783.29	6.253%	7,057.78	8,841.08	

Bonds Refinanced

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

Semiannual Payment: \$7,962.65

20-Nov, 97	2,160.15	5.182%	5,802.50	7,962.65	16,803.73
20-May, 98	2,216.12	5.182%	5,746.53	7,962.65	
20-Nov, 98	2,273.54	5.182%	5,689.11	7,962.65	15,925.30
20-May, 99	2,332.45	5.182%	5,630.20	7,962.65	
20-Nov, 99	2,392.88	5.182%	5,569.77	7,962.65	15,925.30
20-May, 2000	2,454.88	5.182%	5,507.77	7,962.65	
20-Nov, 2000	2,518.49	5.182%	5,444.16	7,962.65	15,925.30
20-May, 2001	2,583.74	5.182%	5,378.91	7,962.65	
20-Nov, 2001	2,650.69	5.182%	5,311.96	7,962.65	15,925.30
20-May, 2002	2,719.37	5.182%	5,243.28	7,962.65	
20-Nov, 2002	2,789.83	5.182%	5,172.82	7,962.65	15,925.30
20-May, 2003	2,862.11	5.182%	5,100.54	7,962.65	
20-Nov, 2003	2,936.27	5.182%	5,026.38	7,962.65	15,925.30
20-May, 2004	3,012.35	5.182%	4,950.30	7,962.65	
20-Nov, 2004	3,090.40	5.182%	4,872.25	7,962.65	15,925.30
20-May, 2005	3,170.47	5.182%	4,792.18	7,962.65	
20-Nov, 2005	3,252.62	5.182%	4,710.03	7,962.65	15,925.30
20-May, 2006	3,336.89	5.182%	4,625.76	7,962.65	
20-Nov, 2006	3,423.35	5.182%	4,539.30	7,962.65	15,925.30
20-May, 2007	3,512.05	5.182%	4,450.60	7,962.65	

Bonds Refinanced

Balance of Debt to Be Amortized: \$168,259.50

Semiannual Payment: \$7,856.75

20-Nov, 2007	4,240.85	4.298%	3,615.90	7,856.75	15,819.40
20-May, 2008	4,331.99	4.298%	3,524.76	7,856.75	
20-Nov, 2008	4,425.08	4.298%	3,431.67	7,856.75	15,713.50
20-May, 2009	4,520.18	4.298%	3,336.57	7,856.75	
20-Nov, 2009	4,617.32	4.298%	3,239.43	7,856.75	15,713.50
20-May, 2010	4,716.54	4.298%	3,140.21	7,856.75	
20-Nov, 2010	4,817.90	4.298%	3,038.85	7,856.75	15,713.50
20-May, 2011	4,921.44	4.298%	2,935.31	7,856.75	
20-Nov, 2011	5,027.20	4.298%	2,829.55	7,856.75	15,713.50
20-May, 2012	5,135.23	4.298%	2,721.52	7,856.75	
20-Nov, 2012	5,245.59	4.298%	2,611.16	7,856.75	15,713.50

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

20-May, 2013	5,358.32	4.298%	2,498.43	7,856.75	
20-Nov, 2013	5,473.47	4.298%	2,383.28	7,856.75	15,713.50
20-May, 2014	5,591.09	4.298%	2,265.66	7,856.75	
20-Nov, 2014	5,711.25	4.298%	2,145.50	7,856.75	15,713.50
20-May, 2015	5,833.98	4.298%	2,022.77	7,856.75	
20-Nov, 2015	5,959.35	4.298%	1,897.40	7,856.75	15,713.50
20-May, 2016	6,087.42	4.298%	1,769.33	7,856.75	
20-Nov, 2016	6,218.24	4.298%	1,638.51	7,856.75	15,713.50
20-May, 2017	6,351.87	4.298%	1,504.88	7,856.75	
20-Nov, 2017	6,488.37	4.298%	1,368.38	7,856.75	15,713.50
20-May, 2018	6,627.81	4.298%	1,228.94	7,856.75	
20-Nov, 2018	6,770.24	4.298%	1,086.51	7,856.75	15,713.50
20-May, 2019	6,915.73	4.298%	941.02	7,856.75	
20-Nov, 2019	7,064.35	4.298%	792.40	7,856.75	15,713.50
20-May, 2020	7,216.16	4.298%	640.59	7,856.75	
20-Nov, 2020	7,371.24	4.298%	485.51	7,856.75	15,713.50
20-May, 2021	7,529.64	4.298%	327.11	7,856.75	
20-Nov, 2021	7,691.65	4.298%	165.29	7,856.94	15,713.69

**EXETER TOWNSHIP
4975 DE MOSS ROAD
READING, PA 19606
(610) 779-5660**

INVOICE #15450

July 14, 2016

St. Lawrence Borough
3540 St. Lawrence Ave
Reading, PA 19606

Net Due 30 Days

2016 Semiannual Debt Service Payment – GOB 2012 & 2013 \$21,059.66

THANK YOU!

Memo: Account No. – 08-393-110

St. Lawrence Debt Service Agreement - II

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
Debt to Be Amortized: \$290,180.59 as of 9/30/2010					
Semiannual Payment: \$12,019.79					
20-Nov, 2010	6,339.94	3.915%	5,679.85	12,019.79	12,019.79
Principal Balance: \$283,840.65					
Additional Principal: \$121,483.45 (Shared Project Costs 10/01/2010 thru 03/31/2011)					
Debt to Be Amortized: \$405,334.10 as of 3/31/2011					
Semiannual Payment: \$17,165.04					
20-May, 2011	9,230.62	3.915%	7,934.42	17,165.04	
Principal Balance: \$396,103.48					
Additional Principal: \$20,471.13 (Shared Project Costs 04/01/2011 thru 09/30/2011)					
Debt to Be Amortized: \$416,574.61 as of 9/30/2011					
Semiannual Payment: \$18,052.15					
20-Nov, 2011	9,897.70	3.915%	8,154.45	18,052.15	35,217.19
Principal Balance: \$406,676.91					
Additional Principal: \$19,886.03 (Shared Project Costs 10/01/2011 thru 03/31/2012)					
Debt to Be Amortized: \$426,562.94 as of 3/31/2012					
Semiannual Payment: \$18,934.88					
20-May, 2012	10,584.91	3.915%	8,349.97	18,934.88	
Principal Balance: \$415,978.03					
Additional Principal: \$1,240.92 (Shared Project Costs 04/01/2012 thru 09/30/2012)					
Debt to Be Amortized: \$417,218.95 as of 9/30/2012					
Semiannual Payment: \$18,991.37					
20-Nov, 2012	10,824.31	3.915%	8,167.06	18,991.37	37,926.25
Principal Balance: 406,394.64					
Additional Principal: \$23,431.09 (Shared Project Costs 10/01/2012 thru 03/31/2013)					
Debt to Be Amortized: 459,825.73 as of 3/31/2013					
Semiannual Payment: \$18,766.46					
20-May, 2013	14,423.41	1.889%	4,343.05	18,766.46	
20-Nov, 2013	14,559.64	1.889%	4,206.82	18,766.46	37,532.92
Principal Balance: 430,842.68					
Additional Principal: 4,376.04 (Shared Project Costs 04/01/2013 thru 09/30/2013)					
Debt to Be Amortized: 435,218.72 as of 09/30/2013					
Semiannual Payment: \$18,957.07					
20-May, 2014	14,846.43	1.889%	4,110.64	18,957.07	
Principal Balance: 420,372.29					
Additional Principal: 7,761.56 (Shared Project Costs 10/01/2013 thru 03/31/2014)					
Debt to Be Amortized: 428,133.85 as of 3/31/2014					
Semiannual Payment: \$19,307.09					
20-Nov, 2014	15,263.37	1.889%	4,043.72	19,307.09	38,264.16
Principal Balance: 412,670.48					
Additional Principal: 20,097.87 (Shared Project Costs 04/01/2014 thru 03/31/2015)					
Debt to Be Amortized: 432,968.15 as of 3/31/2015					
Semiannual Payment: \$20,246.91					
20-May, 2015	16,157.53	1.889%	4,089.38	20,246.91	
Principal Balance: 416,810.62					
Additional Principal: 11,993.64 (Shared Project Costs 04/01/2015 thru 09/30/2015)					
Debt to Be Amortized: 428,804.26 as of 09/30/2015					
Semiannual Payment: \$20,829.52					
20-Nov, 2015	16,779.46	1.889%	4,050.06	20,829.52	41,076.43
Principal Balance: 412,024.80					
Additional Principal: 4,552.47 (Shared Project Costs 10/01/2015 thru 03/31/2016)					
Debt to Be Amortized: 416,577.27 as of 03/31/2016					
20-May, 2016	17,125.09	1.889%	3,934.67	21,059.66	
20-Nov, 2016	17,286.83	1.889%	3,772.83	21,059.66	42,119.32
20-May, 2017	17,450.11	1.889%	3,609.55	21,059.66	
20-Nov, 2017	17,614.92	1.889%	3,444.74	21,059.66	42,119.32
20-May, 2018	17,781.30	1.889%	3,278.36	21,059.66	
20-Nov, 2018	17,949.24	1.889%	3,110.42	21,059.66	42,119.32
20-May, 2019	18,118.77	1.889%	2,940.89	21,059.66	
20-Nov, 2019	18,289.90	1.889%	2,769.76	21,059.66	42,119.32
20-May, 2020	18,462.65	1.889%	2,597.01	21,059.66	
20-Nov, 2020	18,637.03	1.889%	2,422.63	21,059.66	42,119.32
20-May, 2021	18,813.06	1.889%	2,246.60	21,059.66	
20-Nov, 2021	18,990.75	1.889%	2,068.91	21,059.66	42,119.32
20-May, 2022	19,170.12	1.889%	1,889.54	21,059.66	
20-Nov, 2022	19,351.18	1.889%	1,708.48	21,059.66	42,119.32
20-May, 2023	19,533.95	1.889%	1,525.71	21,059.66	
20-Nov, 2023	19,718.45	1.889%	1,341.21	21,059.66	42,119.32
20-May, 2024	19,904.69	1.889%	1,154.97	21,059.66	
20-Nov, 2024	20,092.69	1.889%	966.97	21,059.66	42,119.32
20-May, 2025	20,282.46	1.889%	777.20	21,059.66	
20-Nov, 2025	20,474.03	1.889%	585.63	21,059.66	42,119.32
20-May, 2026	20,667.41	1.889%	392.25	21,059.66	
20-Nov, 2026	20,862.64	1.889%	197.05	21,059.66	42,119.35



Exeter Township

4975 DeMoss Road
Reading, PA 19606
(610) 779-5660

INVOICE

Invoice Date	Invoice No.
05/31/2017	271
Customer Number	
173	
Invoice Total Due	
\$21,818.31	

Please make checks payable to
Exeter Twp.

173
ST LAWRENCE BOROUGH
3540 ST LAWRENCE AVENUE
READING, PA 19606

Invoice Date: 05/31/2017

Customer Number: 173

Description	Amount Due
Semi Annual Debt Service Payment	\$21,818.31
2017 Debt Service Payment - GOB 2012 & 2013	

PLEASE RETURN BOTTOM PORTION WITH PAYMENT

This account is due and payable to: Exeter Township upon receipt.	Invoice Total:	\$21,818.31
---	-----------------------	--------------------

Mail your remittance to:

Exeter Township

4975 DeMoss Road
Reading, PA 19606
(610) 779-5660

Invoice Date	Invoice No.
05/31/2017	271
Customer Number	
173	
Invoice Total Due	
\$21,818.31	

RECIPIENT
COPY

St. Lawrence Debt Service Agreement - II

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
Debt to Be Amortized: \$290,180.59 as of 8/30/2010 Semiannual Payment: \$12,019.79					
20-Nov, 2010	5,329.94	3.915%	5,678.85	12,019.79	12,019.79
Principal Balance: \$283,840.65					
Additional Principal: \$12,493.45 (Shared Project Costs 10/01/2010 thru 03/31/2011)					
Debt to Be Amortized: \$405,334.10 as of 3/31/2011 Semiannual Payment: \$17,165.04					
20-May, 2011	9,230.62	3.915%	7,934.42	17,165.04	
Principal Balance: \$395,103.48					
Additional Principal: \$20,471.13 (Shared Project Costs 04/01/2011 thru 09/30/2011)					
Debt to Be Amortized: \$415,574.61 as of 9/30/2011 Semiannual Payment: \$18,052.15					
20-Nov, 2011	9,897.70	3.915%	8,164.45	18,052.15	35,217.18
Principal Balance: \$406,576.81					
Additional Principal: \$19,886.03 (Shared Project Costs 10/01/2011 thru 03/31/2012)					
Debt to Be Amortized: \$426,562.94 as of 3/31/2012 Semiannual Payment: \$18,934.88					
20-May, 2012	10,584.91	3.915%	8,349.97	18,934.88	
Principal Balance: \$415,978.03					
Additional Principal: \$1,240.92 (Shared Project Costs 04/01/2012 thru 09/30/2012)					
Debt to Be Amortized: \$417,218.95 as of 8/30/2012 Semiannual Payment: \$18,991.37					
20-Nov, 2012	10,824.31	3.915%	8,167.05	18,991.37	37,026.25
Principal Balance: 405,394.64					
Additional Principal: \$53,431.09 (Shared Project Costs 10/01/2012 thru 03/31/2013)					
Debt to Be Amortized: 459,825.73 as of 3/31/2013 Bonds Refinanced Semiannual Payment: \$18,766.46					
20-May, 2013	14,423.41	1.889%	4,343.05	18,766.46	
20-Nov, 2013	14,559.84	1.889%	4,206.82	18,766.46	37,632.82
Principal Balance: 430,842.88					
Additional Principal: 4,376.04 (Shared Project Costs 04/01/2013 thru 09/30/2013)					
Debt to Be Amortized: 435,218.72 as of 09/30/2013 Semiannual Payment: \$18,957.07					
20-May, 2014	14,846.43	1.889%	4,110.64	18,957.07	
Principal Balance: 420,372.29					
Additional Principal: 7,761.66 (Shared Project Costs 10/01/2013 thru 03/31/2014)					
Debt to Be Amortized: 428,133.85 as of 3/31/2014 Semiannual Payment: \$19,307.09					
20-Nov, 2014	16,263.37	1.889%	4,043.72	19,307.09	38,264.16
Principal Balance: 412,870.48					
Additional Principal: 20,097.67 (Shared Project Costs 04/01/2014 thru 03/31/2015)					
Debt to Be Amortized: 432,868.15 as of 3/31/2015 Semiannual Payment: \$20,246.91					
20-May, 2015	18,157.53	1.889%	4,089.38	20,246.91	
Principal Balance: 416,810.62					
Additional Principal: 11,993.64 (Shared Project Costs 04/01/2015 thru 09/30/2015)					
Debt to Be Amortized: 428,804.26 as of 09/30/2015 Semiannual Payment: \$20,829.52					
20-Nov, 2015	16,779.46	1.889%	4,050.06	20,829.52	41,076.43
Principal Balance: 412,024.80					
Additional Principal: 4,562.47 (Shared Project Costs 10/01/2015 thru 03/31/2016)					
Debt to Be Amortized: 416,577.27 as of 03/31/2016 Semiannual Payment: \$21,059.68					
20-May, 2016	17,125.09	1.889%	3,834.57	21,059.68	
Principal Balance: 399,452.18					
Additional Principal: 8,851.98 (Shared Project Costs 04/01/2016 thru 09/30/2016)					
Debt to Be Amortized: 408,114.14 Semiannual Payment: \$21,569.05					
20-Nov, 2016	17,704.97	1.889%	3,854.06	21,569.05	42,628.71
Principal Balance: 391,408.17					
Additional Principal: 4,593.28 (Shared Project Costs 10/01/2016 thru 03/31/2017)					
Debt to Be Amortized: 395,932.46					
20-May, 2017	18,078.73	1.889%	3,739.58	21,818.31	
20-Nov, 2017	18,249.48	1.889%	3,568.83	21,818.31	43,636.62
20-May, 2018	18,421.85	1.889%	3,396.48	21,818.31	
20-Nov, 2018	18,595.84	1.889%	3,222.47	21,818.31	43,636.62
20-May, 2019	18,771.48	1.889%	3,046.83	21,818.31	
20-Nov, 2019	18,948.78	1.889%	2,869.53	21,818.31	43,636.62
20-May, 2020	19,127.75	1.889%	2,690.56	21,818.31	
20-Nov, 2020	19,308.41	1.889%	2,509.90	21,818.31	43,636.62
20-May, 2021	19,490.78	1.889%	2,327.53	21,818.31	
20-Nov, 2021	19,674.87	1.889%	2,143.44	21,818.31	43,636.62
20-May, 2022	19,860.70	1.889%	1,967.61	21,818.31	
20-Nov, 2022	20,048.28	1.889%	1,779.03	21,818.31	43,636.62
20-May, 2023	20,237.64	1.889%	1,589.87	21,818.31	
20-Nov, 2023	20,428.78	1.889%	1,399.53	21,818.31	43,636.62
20-May, 2024	20,621.73	1.889%	1,195.59	21,818.31	
20-Nov, 2024	20,816.50	1.889%	1,001.81	21,818.31	43,636.62
20-May, 2025	21,013.12	1.889%	805.19	21,818.31	
20-Nov, 2025	21,211.68	1.889%	606.73	21,818.31	43,636.62
20-May, 2026	21,411.83	1.889%	408.38	21,818.31	
20-Nov, 2026	21,614.23	1.889%	204.15	21,818.31	43,636.68



Exeter Township

4975 DeMoss Road
Reading, PA 19606
(610) 779-5660

INVOICE

Invoice Date	Invoice No.
05/31/2017	272
Customer Number	
173	
Invoice Total Due	
\$7,856.75	

**Please make checks payable to
Exeter Twp.**

173
ST LAWRENCE BOROUGH
3540 ST LAWRENCE AVENUE
READING, PA 19606

Invoice Date: 05/31/2017

Customer Number: 173

Description	Amount Due
Semi Annual Debt Service Payment	\$7,856.75
2017 Semiannual Debt Service Payment - GOB 2007	

PLEASE RETURN BOTTOM PORTION WITH PAYMENT

This account is due and payable to: Exeter Township upon receipt.	Invoice Total:	\$7,856.75
---	-----------------------	-------------------

Mail your remittance to:

Exeter Township

4975 DeMoss Road
Reading, PA 19606
(610) 779-5660

Invoice Date	Invoice No.
05/31/2017	272
Customer Number	
173	
Invoice Total Due	
\$7,856.75	

RECIPIENT
COPY

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

Debt to Be Amortized: \$238,183.00

Semiannual Payment: \$8,841.08

Payment Date	Principal Maturity	Net Interest Cost	Interest	Debt Service	Annual Debt Service
20-May, 93	1,393.98	6.253%	7,447.10	8,841.08	
20-Nov, 93	1,437.56	6.253%	7,403.51	8,841.08	17,682.15
20-May, 94	1,482.51	6.253%	7,358.57	8,841.08	
20-Nov, 94	1,528.86	6.253%	7,312.21	8,841.08	17,682.15
20-May, 95	1,576.66	6.253%	7,264.41	8,841.08	
20-Nov, 95	1,625.96	6.253%	7,215.11	8,841.08	17,682.15
20-May, 96	1,676.80	6.253%	7,164.28	8,841.08	
20-Nov, 96	1,729.23	6.253%	7,111.85	8,841.08	17,682.15
20-May, 97	1,783.29	6.253%	7,057.78	8,841.08	

Bonds Refinanced

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

Semiannual Payment: \$7,962.65

20-Nov, 97	2,160.15	5.182%	5,802.50	7,962.65	16,803.73
20-May, 98	2,216.12	5.182%	5,746.53	7,962.65	
20-Nov, 98	2,273.54	5.182%	5,689.11	7,962.65	15,925.30
20-May, 99	2,332.45	5.182%	5,630.20	7,962.65	
20-Nov, 99	2,392.88	5.182%	5,569.77	7,962.65	15,925.30
20-May, 2000	2,454.88	5.182%	5,507.77	7,962.65	
20-Nov, 2000	2,518.49	5.182%	5,444.16	7,962.65	15,925.30
20-May, 2001	2,583.74	5.182%	5,378.91	7,962.65	
20-Nov, 2001	2,650.69	5.182%	5,311.96	7,962.65	15,925.30
20-May, 2002	2,719.37	5.182%	5,243.28	7,962.65	
20-Nov, 2002	2,789.83	5.182%	5,172.82	7,962.65	15,925.30
20-May, 2003	2,862.11	5.182%	5,100.54	7,962.65	
20-Nov, 2003	2,936.27	5.182%	5,026.38	7,962.65	15,925.30
20-May, 2004	3,012.35	5.182%	4,950.30	7,962.65	
20-Nov, 2004	3,090.40	5.182%	4,872.25	7,962.65	15,925.30
20-May, 2005	3,170.47	5.182%	4,792.18	7,962.65	
20-Nov, 2005	3,252.62	5.182%	4,710.03	7,962.65	15,925.30
20-May, 2006	3,336.89	5.182%	4,625.76	7,962.65	
20-Nov, 2006	3,423.35	5.182%	4,539.30	7,962.65	15,925.30
20-May, 2007	3,512.05	5.182%	4,450.60	7,962.65	

Bonds Refinanced

Balance of Debt to Be Amortized: \$168,259.50

Semiannual Payment: \$7,856.75

20-Nov, 2007	4,240.85	4.298%	3,615.90	7,856.75	15,819.40
20-May, 2008	4,331.99	4.298%	3,524.76	7,856.75	
20-Nov, 2008	4,425.08	4.298%	3,431.67	7,856.75	15,713.50
20-May, 2009	4,520.18	4.298%	3,336.57	7,856.75	
20-Nov, 2009	4,617.32	4.298%	3,239.43	7,856.75	15,713.50
20-May, 2010	4,716.54	4.298%	3,140.21	7,856.75	
20-Nov, 2010	4,817.90	4.298%	3,038.85	7,856.75	15,713.50
20-May, 2011	4,921.44	4.298%	2,935.31	7,856.75	
20-Nov, 2011	5,027.20	4.298%	2,829.55	7,856.75	15,713.50
20-May, 2012	5,135.23	4.298%	2,721.52	7,856.75	
20-Nov, 2012	5,245.59	4.298%	2,611.16	7,856.75	15,713.50

EXHIBIT I (continued)
St. Lawrence Debt Service Agreement

20-May, 2013	5,358.32	4.298%	2,498.43	7,856.75	
20-Nov, 2013	5,473.47	4.298%	2,383.28	7,856.75	15,713.50
20-May, 2014	5,591.09	4.298%	2,265.66	7,856.75	
20-Nov, 2014	5,711.25	4.298%	2,145.50	7,856.75	15,713.50
20-May, 2015	5,833.98	4.298%	2,022.77	7,856.75	
20-Nov, 2015	5,959.35	4.298%	1,897.40	7,856.75	15,713.50
20-May, 2016	6,087.42	4.298%	1,769.33	7,856.75	
20-Nov, 2016	6,218.24	4.298%	1,638.51	7,856.75	15,713.50
20-May, 2017	6,351.87	4.298%	1,504.88	7,856.75	
20-Nov, 2017	6,488.37	4.298%	1,368.38	7,856.75	15,713.50
20-May, 2018	6,627.81	4.298%	1,228.94	7,856.75	
20-Nov, 2018	6,770.24	4.298%	1,086.51	7,856.75	15,713.50
20-May, 2019	6,915.73	4.298%	941.02	7,856.75	
20-Nov, 2019	7,064.35	4.298%	792.40	7,856.75	15,713.50
20-May, 2020	7,216.16	4.298%	640.59	7,856.75	
20-Nov, 2020	7,371.24	4.298%	485.51	7,856.75	15,713.50
20-May, 2021	7,529.64	4.298%	327.11	7,856.75	
20-Nov, 2021	7,691.65	4.298%	165.29	7,856.94	15,713.69

Borough Exhibit 11

Saint Lawrence Shared Costs Capital Projects					
10/01/2010 thru 03/31/2011					
					Sludge Dryer Project
17-429-741 Capital Purchase - Sludge Dryer					
10/01/2010 thru 03/31/2011					
			Railroad Crossing - Norfolk Southern		622.94
			Sludge Dryer		
			Engineering - Entech		93,835.87
			Electrical - MBR Construction		123,201.41
			Consulting - Material Matters Inc		16,701.60
			Gen'l/Mech - Michael F. Ronca & Sons		1,596,069.34
			Programming - Keystone Engineering Group Inc		4,797.50
			Mounting Plates, Pressure Switch, Motor - Grainger		1,096.44
			Steel - Kennedy Tool & Die		3,240.00
			Inspection - Brian Sands		325.00
			Centrifuge Rental -P&H Senesac, Inc		14,000.00
			Easement - Dorothy Walker		4,277.00
			Cogeneration Feasibility Study - Entech		1,037.50
			Oil for Flushing System - McMaster-Carr Supply		154.37
			Dryer Hose - Thomas & Muller Systems LTD		768.00
			Boiler Conversion from propane to gas - Blanski Inc		1,219.23
			Burner Repair - Blanski Inc		4,134.00
			Repair Gas System - Blanski Inc		778.59
			St. Lawrence Shared Costs		1,866,258.79
					X 6.51%
					121,493.45

Saint Lawrence Shared Costs Capital Projects							
10/01/2015 thru 03/31/2016							
				Engineering Svc - Sewer Projects	Capital Proj - Sewer	Capital Purch - Sewer Equip	
17-429-721 Capital Project - Sewer							
10/01/2015 thru 03/31/2016							
WWTP							
Blower & Aeration Control							
Keystone Engineering Group Inc					2,385.60		
17-429-740 Capital Purchase - Sewer Equip							
10/01/2015 thru 03/31/2016							
WWTP							
2016 Ford F-350 Utility Truck 28							
Manderbach Ford Inc - Chassis						35,898.00	
Levan Machine & Truck Equipment - Truck Body						18,352.00	
Grainger - Anti Skid Tape						171.68	
Utility Tractor 85 PTO hp, with 390 Heavy Duty Mower							
Deere and Company - Rotary Cutter						5,220.44	
GLS Portable Sampler							
Teledyne Isco Inc						2,463.65	
Lenova Windows File Server							
Lynx Computer Technologies						5,439.00	
St. Lawrence Shared Costs				-	2,385.60	67,544.77	69,930.37
							X 6.51%
							4,552.47

Borough Exhibit 12

EXETER TOWNSHIP
 4975 DeMOSS ROAD
 READING, PA 19606

INVOICE # 1143

01/12/2012

St. Lawrence Borough
 3540 St. Lawrence Ave
 Reading, PA 19606

Exeter Township Waste Water Treatment Plant
 Eligible O&M Costs
 Year Year Ended 12/31/2011

Flow at Plant 1,572,053,000

St. Lawrence Flow 147,228,989 0.094

Total O & M for 2011 \$ 2,425,099.30
 Less Industrial Surcharge Revenue \$ (362,386.34)

Eligible Costs \$ 2,062,712.95

St. Lawrence Share 9.37% \$ 193,895.02

Collection System Charges \$ 502.80

St. Lawrence total costs \$ 194,397.82

Septage Revenue Share (79,807.39)

Annual Share - 2011 \$ 114,590.43

Payments to date \$ (106,516.99)

Balance Due \$ 8,073.44

EXETER TOWNSHIP
4975 DeMOSS ROAD
READING, PA 19606

Invoice
#13159

01/22/2014

St. Lawrence Borough
3540 St. Lawrence Ave
Reading, PA 19606

Exeter Township Waste Water Treatment Plant
Eligible O&M Costs
Year End 2014

Flow at Plant	1,255,358,100		
St. Lawrence Flow	134,047,725	0.107	
Total O & M for 2013		\$2,246,375.58	
Less Industrial Surcharge Revenue		<u>(149,354.50)</u>	
Eligible Costs		\$2,097,021.08	
St. Lawrence Share	10.70%		\$224,381.26
Collection System Charges			<u>\$492.17</u>
St. Lawrence 2013 costs			\$224,873.43
Septage Revenue Share			<u>(92,887.97)</u>
Annual Share - 2013			\$131,985.46
		Payments received April 2013-December 2013	<u>(120,541.84)</u>
		BALANCE DUE	\$11,443.62

EXETER TOWNSHIP 4975 DeMOSS ROAD READING, PA 19606			01/15/2015		
		Invoice # 13977			
St. Lawrence Borough 3540 St. Lawrence Ave Reading, PA 19606					
Exeter Township Waste Water Treatment Plant					
Eligible O&M Costs Jan 1 - Dec 31, 2014					
Flow at Plant		1,306,373,000			
St. Lawrence Flow		137,540,395	0.105		
Total O & M for 2014				\$2,267,792.71	
Less industrial Surcharge Revenue				219,171.36	
Eligible Costs				\$2,048,621.35	
St. Lawrence Share	10.5%			\$215,105.24	
Collection System Charges				\$437.37	
Total 2014 costs				\$215,542.61	
Septage Revenue Share				-90,249.08	
St. Lawrence Share - 2014				\$125,293.53	
Payments made to date				-67358.60	
Balance of 2014 Sewer Charges				\$57,934.93	

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application and Related Filings of : Docket No. A-2018-3004933
Pennsylvania American- Water Company :
Under Sections 507, 1102(A), and 1329 of :
the Pennsylvania Public Utility Code, 66 :
Pa.C.S.A. §§ 507, 1102(A), and 1329 for :
Approval of its Acquisition of Wastewater :
System Assets of Exeter Township, Related :
Wastewater Service Rights, Fair Market :
Valuation Ratemaking Treatment, Deferral :
of the Post-Acquisition Improvement Costs, :
and Certain Contracts with Municipal :
Corporations; Docket No. A-2018-3004933, :
Et Al. :

CERTIFICATE OF SERVICE

I, Joan E. London, Esquire, certify that I have, on this date, served a true and correct copy of the Sur-Rebuttal Testimony of Robert J. May, P.E., Borough Council President, on behalf of Intervenor, Borough of St. Lawrence, Berks County on Township of Exeter Sale of Wastewater System Assets in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party):

VIA ELECTRONIC MAIL

Samuel W. Cortes, Esquire
Barnett Satinsky, Esquire
Fox Rothschild, LLP
Eagleview Corporate Center
747 Constitution Drive, Suite 100
Exton, PA 19341-0673
scortes@foxrothschild.com

Tanya J. McCloskey, Esquire
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
tmccloskey@paoca.org

Barnett Satinsky, Esquire
Fox Rothschild, LLP
2000 Market Street, 20th Floor
Philadelphia, PA 19103
bsatinsky@foxrothschild.com

Susan Simms-Marsh, Esquire
Pennsylvania-American Water Co.
852 Wesley Drive
Mechanicsburg, PA 17055
susan.marsh@amwater.com

David Zambito, Esquire
Jonathan P. Nase, Esquire
Cozen O'Connor
17 North Second Street
Suite 1410
Harrisburg, PA 17101
dzambito@cozen.com
jnase@cozen.com

John Evans, Esquire
Office of Small Business Advocate
PA Dept. of Community & Econ. Dev.
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101-1303
jorevan@pa.gov

Erika L. McLain, Esquire
PA Public Utility Commission
Bureau of Inv. & Enforcement
P.O. Box 3265
Harrisburg, PA 17105-3265
ermclain@pa.gov

Christine Sadler, Esquire
Berks County Solicitor's Office
Berks County Services Center
633 Court Street, 13th Floor
Reading, PA 19601
csadler@countyofberks.com

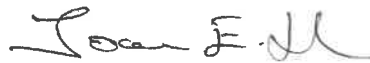
Lower Alsace Township
Attention: Board of Supervisors
1200 Carsonia Avenue
Reading, PA 19606
manager@latownship.org

Berks County Planning Commission
Berks County Services Center
633 Court Street, 14th Floor
Reading, PA 19601
Planning@countyofberks.com

Erin L. Gannon, Esquire
Christine Maloney Hoover, Esquire
Harrison W. Breitman, Esquire
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
EGannon@paoca.gov / CHoover@paoca.org / HBreitman@paoca.org

Administrative Law Judge
Andrew M. Calvelli
400 North Second Street
2nd Floor West
Harrisburg, PA 17120
acalvelli@pa.gov

KOZLOFF STOUT
Professional Corporation



Joan E. London, Esquire

Dated: 7/16/19