

Section 3 - Whenever a notice is required to be given by mail, the following addresses shall be used unless a different address is specifically called for:

City of Coatesville Authority  
114 East Lincoln Highway  
Coatesville, Pennsylvania 19320

Alan Paul Novak, Solicitor  
Conrad, O'Brien, Gellman & Rohn, P.C.  
11-13 South High Street  
West Chester, Pennsylvania 19382

Sadsbury Township  
P.O. Box 261  
Sadsburyville, Pennsylvania 19369

Ronald M. Agulnick, Solicitor  
220 West Gay Street  
West Chester, Pennsylvania 19380

Lester Andes, Sadsbury Township Engineer  
345 East Lexington Road  
Lititz, Pennsylvania 17543-8971

David Linahan  
Yerkes Associates  
1444 Phoenixville Pike  
P.O. Box 1568  
West Chester, Pennsylvania 19380-0078

Section 4 - In the event that the PADEP, or any other regulatory body or governmental agency, for reasons outside the reasonable control of the parties, shall fail or refuse to issue any permits for a period of five years from the effective date of this agreement for conveyance or treatment which may be necessary to accomplish the intent and purpose of this Agreement, the parties shall be relieved from further compliance with the terms of this Agreement. Notification of such failure or refusal to issue permits shall be promptly provided to CCA and SSC by Sadsbury upon its receipt of such notification.

Section 5 - In the event that any disputes shall arise relative to the interpretation and/or application of the terms of this Agreement, the parties hereof do hereby agree to the following exclusive procedure to settle such matters:

- A. The parties, operators, and/or managers will attempt to discuss and solve the problem.
- B. If Step "A" does not prove satisfactory, a joint committee comprised of three members, one selected by CCA, one selected by Sadsbury, and one selected by the other two, will meet to attempt to solve the problem.
- C. If neither step "A" nor step "B" prove satisfactory, the parties agree that all engineering issues shall be resolved by Arbitration.

D. If none of the above steps prove successful, neither party shall be precluded from asserting all legal and equitable rights and remedies available to it in the Chester County Court of Common Pleas.

Section 6 - This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement shall be deemed to have been executed when counterparts have been executed by all parties listed on the signature page(s) hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officers and their respective Boards to be hereunto affixed on the day and year first above written.

CITY OF COATESVILLE AUTHORITY

ATTEST:

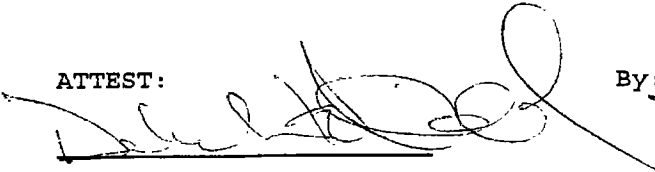


By:



SADSBURY TOWNSHIP

ATTEST:



By:

