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CONNECTION AND CONVEYANCE AGREEMENT

by and between

TOWNSHIP OF MAHONING

AND

THE COOPER TOWNSHIP MUNICIPAL AUTHORITY

RECEIVED

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

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CONNECTION AND CONVEYANCE AGREEMENT

THIS AGREEMENT is made this 16th day of October, 2017, by and between
TOWNSHIP OF MAHONING (hereinafter MAHONING)
and
THE COOPER TOWNSHIP MUNICIPAL AUTHORITY (hereinafter COOPER), both of
which Parties are located in Montour County, Pennsylvania.

RECITALS

WHEREAS, MAHONING currently receives Wastewater emanating from certain residents in COOPER and conveys them with MAHONING's Wastewater flows to the Danville Municipal Authority for treatment; and

WHEREAS, MAHONING currently bills the COOPER residents directly for this service; and

WHEREAS, COOPER has a separate wastewater collection system for residents not directly served by MAHONING ("Cooper Collection System"); and

WHEREAS, COOPER desires to connect the Cooper Collection System to MAHONING'S conveyance system at the Township line and Herman's farm; and

WHEREAS, the new connection point would be for COOPER to provide wastewater flows o MAHONING and not for individual residents served by the Cooper Collection System; and

WHEREAS, MAHONING and COOPER wish to enter into an agreement to set forth the terms and conditions for COOPER to b transport waste water through MAHONING.

NOW THEREFORE, in consideration of the premises and mutual promises, covenants and undertakings hereinafter contained, each of the Parties hereto intending to be legally bound hereby and to bind its successors and assigns, and warranting that it is legally organized and has the proper legal authority to enter into this Agrèement, agree as follows.

ARTICLE I

DEFINITIONS

Section 1.01 - Defined Terms. The terms defined in this Article I wherever used or referred to in this Connection and Conveyance Agreement, shall have the following respective meanings unless the context clearly and specifically indicates otherwise:

Administrative Costs - The total administrative costs of planning, developing and operating the Joint Conveyance System, including without limitation, the administrative payroll, the payroll taxes and fringes, administrative utilities, insurance, professional service fees and all other administrative expenses.

Average Daily Flow - The average flow calculated by dividing total Wastewater flow under consideration for a period of any calendar month by the number of days in that month.

Board - The governing body of either MAHONING or COOPER based on the context in which the term is used in this Connection and Conveyance Agreement.

BOD5 (Biochemical Oxygen Demand) - The quantity of oxygen, expressed in PPM, utilized in the oxidation of organic matter under standard laboratory procedure for five (5) days at twenty (20) degrees centigrade. The standard laboratory procedure shall be that defined by the latest edition of "Standard Methods for Examination of Water and Sewage" published by the American Public Health Association.

Capital Additions - New or additional property with a value greater than \$10,000 which MAHONING hereafter constructs or acquires (and may include without limiting the generality of the foregoing, lands, rights-of-way, easements and similar interests in real property and all buildings, sewers, shops, structures, pumping stations, fixtures, engines, boilers, pumps, meters, vehicles, and other equipment) and any and all improvements, additions, extensions, and betterments and capital maintenance to real or fixed property of MAHONING and which is used in connection with the services provided by MAHONING to COOPER.

Capital Costs - Cost of Capital Additions to the Joint Conveyance System.

Capital Cost Allocation - That sum of money allocated to COOPER under this Agreement for COOPER's share of Capital Additions associated with the Joint Conveyance System.

Commonwealth - The Commonwealth of Pennsylvania.

Consulting Engineers - Any professional engineers having favorable repute for skill and experience in the design, construction and operation of sewage systems and treatment plants, registered in Pennsylvania, and retained by MAHONING.

Domestic Waste - All water borne waste from kitchens, water closets, lavatories, and laundries located in residences, businesses, institutions, industries, commercial establishments, and other Users of the Sewer System. Domestic Waste shall not include Infiltration and Inflow, Non-Domestic Waste, or grease-trap waste.

EDU (Equivalent Dwelling Unit) - The part of any structure served by a sewer system with flows equivalent to a typical single family unit as determined by the Parties.

EPA - The United States Environmental Protection Agency, or any successor agency established by the United States.

GPD - Gallons per day.

Fiscal Year - The period of twelve (12) months beginning January 1 of each calendar year and ending December 31 of the same calendar year.

Infiltration and Inflow - Shall mean any storm water, surface water, ground water, roof runoff, subsurface drainage or any other types of discharges into the Sewer System, other than Sanitary Sewage and Non-Domestic Waste.

Interceptor - A sewer designed to convey Wastewater from sewer collection systems to the Danville Municipal Authority's Treatment Plant including all appurtenant manholes and chambers.

Interest Charges - The periodic or one-time, upon-completion, interest charges payable by COOPER to MAHONING for funds expended by MAHONING for Project Costs for such period of time that COOPER has not remitted payment for the portion of its Capital Cost Allocation billed by and due MAHONING.

Joint Conveyance System - That portion of the MAHONING Sewer System used by COOPER in the conveyance of Wastewater from the COOPER Collection System to the Danville Municipal Authority's sewer system consisting of, but not limited to, the pumping stations and sewer mains in:

Local Limits - Specific limits imposed by MAHONING on discharges to the Sewer System, which limits are necessary to implement the requirements of Federal, Commonwealth or MAHONING rules, regulations and laws.

MAHONING-The TOWNSHIP OF MAHONING, a body politic and corporate, in MAHONING County, Pennsylvania and existing under the laws of the Commonwealth, including the Borough Code.

MAHONING Flow - That Wastewater flowing from the MAHONING Sewer System to the Danville Municipal Authority's Treatment Plant,

MAHONING Sewer System - All of the Wastewater collection, conveyance and treatment facilities, constructed or to be constructed by or on behalf of MAHONING within the TOWNSHIP OF MAHONING's geographical boundaries, including, but not limited to the pump stations, force mains, laterals, sewers, interceptors, metering devices, manholes, chambers, etc.

NPDES Permit - The National Pollutant Discharge Elimination System Permit issued by Pa DEP to MAHONING pursuant to P.L. 92-500, the Federal Water Pollution Control Act Amendments of 72 and subsequent amendments, and periodic amendments thereto and renewals thereof

Operation and Maintenance (O&M) Costs and Expenses - The total costs and expenses (including administrative, overhead, debt service, and indirect costs) necessarily and reasonably incurred by MAHONING in the administration, operation and maintenance of the Joint Conveyance System (excluding operation and maintenance costs of COOPER'S Collection System and other parts of MAHONING'S Sewer System), and properly chargeable thereto in accordance with sound accounting and engineering practices pro rated as a percentage of volume.

Organic Loading - Pounds of BOD₅ per day,

Party/Parties - When reference is made herein to "Party" or "Parties", such words shall refer to COOPER and/or MAHONING as appropriate under the circumstances.

Pa DEP - The Pennsylvania Department of Environmental Protection, or any successor agency established by the Commonwealth of Pennsylvania.

Person - Any individual, firm, partnership, company, governmental entity, association, society, trust, corporation or other group or entity, including cult or sect,

pH - The symbol denoting the negative logarithm of the hydrogen ion concentration expressed as moles per liter used to indicate the degree of acidity or alkalinity of a substance.

Points of Connection - The designated points at which the COOPER Collection System connects to the MAHONING Sewer System. MAHONING shall have

responsibility and control over said points, and COOPER shall have the right to inspect said points on a periodic and timely basis.

PPM - Parts per million.

Pretreatment - The reduction of the amount of pollutants, elimination of pollutants, or alteration of the nature of pollutant properties, prior to discharge into the Sewer System, by a User discharging Non-Domestic Waste into the Sewer System.

Pretreatment Program - A pretreatment program instituting Pretreatment Requirements as defined in this Connection and Conveyance Agreement.

Pretreatment Requirements - National Pretreatment Standards or Local Limits imposed by MAHONING on discharges of Non-Domestic Waste, including but not limited to the requirements set forth in this Connection and Conveyance Agreement.

Project Costs - All costs incurred by MAHONING in connection with the design and construction of Capital Additions to the Joint Conveyance System, including but not limited to all legal, engineering, administrative, financing, and start-up costs related thereto used in determining COOPER'S Capital Cost Allocation in accordance with the terms and provisions of this Agreement.

Sanitary Sewage - Same as "Domestic Waste".

Secondary Treatment - That degree of treatment that is required to conform with the secondary treatment parameters established by EPA and Pa DEP or such governmental authorities or judicial authorities as have jurisdiction in the matter.

Septage - Water borne Sanitary Sewage from septic tanks, holding tanks and from recreational vehicles, but not including grease-trap waste or Non-Domestic Waste.

Tertiary Treatment - Treatment required at a Treatment Plant in addition to that required for Secondary Treatment, typically additional nutrient or organic loading removal rate requirements imposed by MAHONING'S NPDES permit,

(TSS) Total Suspended Solids or Non-Filterable Residue - The total amount of solids suspended in Wastewater expressed in PPM.

COOPER - The COOPER Township Municipal Authority, a body politic and corporate, organized by the Township of COOPER, Montour County, Pennsylvania and existing under the laws of the Commonwealth, including the Municipality Authorities Act approved May 2, 1945, P.L. 382, as amended and supplemented [53 P.S. §301 et seq.].

COOPER Collection System - All of the Wastewater collection and conveyance facilities, constructed or to be constructed by COOPER within COOPER Township's geographical boundaries, including but not limited to the pump station, force mains, laterals, sewers, interceptors, metering devices, manholes, chambers, etc., used in the collection of Wastewater and its transmission to the Treatment Plant at the Points of Connection.

COOPER Flow - That Wastewater flowing from the COOPER Collection System to the Treatment Plant.

Toxic Pollutants - Any pollutant parameters established by the EPA or Pa DEP pursuant to Section 307 of the Clean Water Act Amendments of 1977 or later State or Federal Acts.

Connection and Conveyance Agreement - This instrument, including all amendments and supplements thereto.

Treatment Plant - The Wastewater Treatment facility as designed, constructed, owned and operated by the Danville Municipal Authority, together with any additions, improvements, enlargements and modifications made thereto, from time to time, after the execution of this Agreement.

TSS Loading - Pounds of Total Suspended Solids (TSS) per day.

User - A Person connected to, or required to be connected to, the Sewer System.
Wastewater - The combination of Sanitary Sewage and Non-Domestic Waste, together with any Infiltration and Inflow.

Wastewater Treatment - The reduction of contaminants that may be accomplished by unit operations or processes, or combinations of operations and processes.

DMA - The Danville Municipal Authority, or its successor.

Section 1.02 - Additional Terms. Any term not defined herein shall have its normal and customary meaning unless the context in which it is used requires another meaning.

ARTICLE II

STATEMENT OF INTENT

Section 2.01 - Purpose and Authorization. It is the purpose and intent of this Agreement to provide a means of constructing, financing and operating Wastewater conveyance for the benefit of the residents of COOPER on a regional basis with all Capital Costs and Operation and Maintenance Costs and Expenses of the Joint Conveyance System apportioned on the basis of volume of flow as more particularly provided in this Agreement.

Section 2.02 - Capital Additions to Joint Conveyance System. The Parties hereto understand and agree that in order to convey the quantity of Wastewater herein contemplated, MAHONING will have to maintain and improve the Joint Conveyance System sufficient to convey the COOPER Flow, and that this may require Capital Additions from time to time. MAHONING intends to design and construct or to cause to have designed and constructed any and all necessary Capital Additions to the Joint Conveyance System, and which COOPER intends to be liable for and pay its Capital Cost Allocation of the Project Costs of any Capital Additions to the Joint Conveyance System and its share of the Operation and Maintenance Costs and Expenses of any such Capital Additions. Any future additions, improvements, enlargements and modifications to the Joint Conveyance System shall be owned and operated by MAHONING. MAHONING shall keep the COOPER informed of any proposed Capital Additions from their inception, and the COOPER shall have the right to comment on such proposed Capital Additions as they are being designed and constructed.

ARTICLE III

OPERATION OF SEWER SYSTEMS, JOINT CONVEYANCE SYSTEM, AND FLOW LIMITATIONS

Section 3.01 - Covenants of MAHONING. MAHONING covenants and agrees that it will do the following:

(a) Accept and convey the Wastewater of COOPER which is discharged into the Sewer System in accordance with the terms and conditions set forth in this Agreement;

(b) Maintain the Joint Conveyance System in good repair, order and working condition;

(c) From time to time make all necessary ordinary repairs, renewals and replacements of the Joint Collection and Conveyance System and all improvements necessary to maintain adequate service to COOPER, all of which shall be Operating Expenses hereunder, but this subparagraph shall not mandate expansion of the capacity;

(d) Cooperate with COOPER in the performance of its obligations under this Agreement.

(e) Timely and completely meet all obligations under this Agreement, and comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by Pa DEP, EPA or other governmental body having jurisdiction.

Section 3.02 - Covenants of COOPER. COOPER covenants that it will do the following:

(a) Maintain a COOPER Collection System in good repair and operating condition and continuously operate the same, and enforce each requirement imposed in this Agreement upon Users of the COOPER Collection System.

(b) Cooperate with MAHONING in the performance of its obligations under this Agreement.

(c) Timely and completely meet all obligations under this Agreement.

Section 3.03 - Wastewater Discharge Limits.

(a) The Wastewater discharged to the Sewer System shall not exceed any of the following limits:

(1) Maximum average volume of flow to the Plant per 24 hours during any period of seven consecutive days of Eighty-Four Thousand (84,000) gallons per day.

(2) Maximum instantaneous peak flow rate of Two Hundred Thousand (200,000) gallons per day.

(3) Maximum concentration of BOD5 and suspended solids shall meet the standards required by DMA.

(4) The limits in this Section 3.03(a) shall be reviewed by the parties every five (5) years and adjusted to reflect the flows and concentrations that can be handled at that time.

(b) MAHONING may modify these parameters in accordance with other provisions of this Agreement including changes or amendments to statutory or regulatory requirements upon ninety (90) days notice to COOPER.

(c) COOPER agrees that if DMA sets different limits for any flow from MAHONING or COOPER from those set forth hereinabove, that COOPER will abide by the more restrictive of the limits.

Section 3.04 - Wastewater Character Measurement.

(a) Samples shall be collected by MAHONING on a schedule to be determined by MAHONING, up to as many as nine samples per quarter for each Point of Connection. Each sampling event shall yield a representative sample which is a composite and is flow-proportioned. The means and methods for collecting, composing and flow-proportioning representative samples shall be mutually acceptable to the COOPER and MAHONING. The cost of the testing performed by MAHONING for the regularly scheduled quarterly samples and for any other tests shall be shared equally by the COOPER and MAHONING.

(b) The procedure for sampling shall be developed by MAHONING consistent with proper EPA sampling and analysis protocols. The analysis of all samples of the COOPER Flow shall be in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association, et al.

(c) COOPER may, upon reasonable notice, inspect and check MAHONING'S analytical procedures and records. For billing purposes, the flow-weighted average of a pollutant parameter content in PPM from MAHONING'S samples and analytical results, as shown by analyses for any quarter, shall be taken to be the true pollutant parameter content of COOPER Flow for that quarter.

(d) In the event the quarterly flow weighted average figure exceeds a concentration level of 200 mg/l for BOD5 or 240 mg/l for Total Suspended Solids, the amount of that excess shall be applied to the total flow of the COOPER Flow for that quarter in order to determine the total pounds of excess BOD5 or Total Suspended Solids delivered by COOPER to the Treatment Plant, for which COOPER will be charged at the Loading Surcharge Rate currently in effect. MAHONING may modify these parameters and concentrations based on current information and accepted professional standards.

ARTICLE IV

METERS

Section 4.01 - Installation And Maintenance Of Meters. COOPER shall install and maintain at COOPER'S sole expense, an indicating and recording Wastewater meter system ("meters"), selected by COOPER and approved by MAHONING, which meters shall have a minimum accuracy within plus or minus five percent (+-5%) percent. COOPER shall install said meters at:all points of connection. The meters will continually measure the COOPER Flow delivered by COOPER to MAHONING.

Section 4.02 - Access to and Inspection Of Meters. MAHONING shall have access to the meters at all times for the purpose of inspecting them and checking their accuracy. COOPER shall provide MAHONING with any keys needed to gain access to the meters for the purpose of inspecting the meters; provided that, MAHONING shall, except in an emergency, give reasonable notice to COOPER of its intention to inspect the meters; afford COOPER the opportunity to inspect the meters with MAHONING; and keep a log which shall be available to COOPER of, each entry date, time and purpose, The accuracy of the meters shall be tested on a mutually acceptable schedule, but no less often than semi-annually at the joint expense of COOPER and MAHONING, and the cost of repairs

to said meters as a result of any test shall be borne solely by COOPER. Either Party, at its own expense, shall have the right to check the accuracy of said meters at any other time.

Section 4.03 - Flow Readings. MAHONING shall take Flow readings on a daily basis or as otherwise determined by MAHONING. In the event that a meter malfunctions for one or more days during the month, a historically representative Flow for that day or days of the month, together with rainfall, holidays and other relevant factors, shall be used by MAHONING for computing the total flow of COOPER Flow for each period the meter malfunctions.

Section 4.04 – Determining Pro Rata Volume of Flow: The volume of waste water generated by Cooper Township Municipal Authority will be measured by two meters:

- A. One meter at the point where Cooper Township Municipal Authority's line ties into Mahoning Township's existing line. (Cooper Metered Flow)
- B. One meter to be located at the point at which Mahoning Township's Forcemain discharges the combined effluent into DMA's collection system. (Mahoning Township Flow at Forcemain)

Cooper Township Municipal Authority's cost of this service will be determined by the percentage of usage established by these two meters. This percentage will then be used to determine the cost of operating the defined portion of Mahoning Township's conveyance system. The following formula will be utilized in determining Cooper's percentage of flow and conveyance costs: $(\text{Cooper metered flow} \div \text{Mahoning Township metered flow at Forcemain}) \times 100 = \text{Cooper's percentage of flow and conveyance costs}$.

ARTICLE V

CHARGES AND PAYMENTS

Section 5.01 - Charges Cooper, in addition to other charges outlined in this Agreement shall be responsible for the following charges:

1. The actual cost to maintain the sewage line from the connection point to the pump station.
2. The pro rated cost to maintain the sewage line from the pump station to the community center.
3. Pro rata share of actual metered cost to maintain the pump station(s).

ARTICLE VI

INDUSTRIAL, NON-DOMESTIC, AND OTHER WASTES PROHIBITED

Section 6.01 Prohibited Discharges. COOPER shall adopt, enforce and keep in effect during the term of this Connection and Conveyance Agreement, rules and regulations to comply with all requirements of DMA.

Section 6.02 - Keeping of Records of Wastewater Discharge. The Parties shall keep complete and accurate records of Wastewater discharged to the Sewer System and keep

each other fully informed of potential or actual Wastewater flows which are or may be in violation of this Connection and Conveyance Agreement, the rules and regulations established hereunder or DMA's rules and regulations.

ARTICLE VII

INDEMNITY, DISPUTE RESOLUTION, AND JURISDICTION

Section 7.01 - Indemnity. COOPER and MAHONING agree to mutually indemnify one another and save harmless one another against all losses, costs or damages arising out of any injury to persons or property occurring in the performance of this Agreement, or resulting from the failure of the Joint Conveyance System to function properly from any cause except due to negligence.

Section 7.02 - Jurisdiction. Any dispute, controversy or claim arising under or in connection with this Agreement, or the breach thereof, shall be decided exclusively by the Court of Common Pleas of Montour County. Each Party hereby submits to the jurisdiction of said Court and waives any objection to its jurisdiction, and agrees that the laws of the Commonwealth, statutory, common law, and rules of court shall apply, subject, however, to appeal to the proper Appellate Courts of Pennsylvania. Further, the Parties agree that the prevailing Party shall be entitled to counsel fees and expenses.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01 - Wasteload Management Regulations. Chapter 94, Municipal Wasteload Management, of Title 25 of the Pennsylvania Code ("Pa Code"), requires the submission of an annual report to provide a review of the load on wastewater treatment plants and sewer systems. COOPER shall submit its annual report to DMA by the last business day of February of the current Fiscal Year for the prior Fiscal Year. In the event of an overload determination or ban, under the Pa DEP regulations, which is attributable to COOPER, COOPER will comply with the applicable overload requirements as set forth in Title 25 Pa Code, Chapter 94.

Section 8.02 - Compliance With All Laws and Regulations. COOPER and MAHONING agree to comply with all federal and state laws and rules and regulations and amendments thereto pertaining to the collection and treatment of Wastewater, COOPER further agrees to supply timely information, plans and reports requested by MAHONING in order to comply with aforesaid statutes, rules and regulations.

Section 8.03 - Assignment. COOPER and MAHONING shall be permitted to assign this Agreement and all of its rights and obligations to any successor agent or assign that operates all or part of the Cooper Collection System or the Mahoning Sewer System. If either party does so, then in that event, this Agreement shall be fully binding on the respective heirs, successors and assigns.

Section 8.04 - Fines And Penalties. If any fines or other monetary penalties are imposed upon MAHONING as a result of COOPER'S violation of this Agreement, COOPER shall indemnify and reimburse MAHONING for the amount thereof and any costs, including reasonable attorneys' fees, related thereto, provided that MAHONING shall have notified

COOPER immediately upon learning of any investigation or proceeding which might result in such fines or penalties and shall have allowed COOPER to join in any defense thereto at its cost and expense.

Section 8.05 - Independence of MAHONING and COOPER.

(a) MAHONING shall have the right to exercise those powers granted to it by and under provisions of the Second Class Township Code, the Pennsylvania Clean Streams Law and other applicable laws of the Commonwealth and of the United States of America, as the foregoing may, from time to time, be amended, and this Agreement shall not be construed as a limitation on such right unless specifically stated. Nothing in this Connection and Conveyance Agreement shall be construed to constitute a prohibition, limitation, or a requirement for COOPER'S approval of MAHONING'S right, in accordance with the Act, other laws of the Commonwealth, and regulations adopted pursuant to the aforesaid Act, and any other laws, to sell, lease or contract for management of the MAHONING Sewer System, including the Joint Conveyance System; provided that, any such sale, lease or management contract shall not in any way alter COOPER'S rights or obligations under this Connection and Conveyance Agreement.

(b) COOPER shall have the right to exercise those powers granted to it by and under provisions of the Municipality Authorities Act approved May 2, 1945, P.L. 382, as amended [53 P.S. §301 et seq.], the Pennsylvania Clean Streams Law and other applicable laws of the Commonwealth and of the United States of America, as the foregoing may, from time to time, be amended, and this Agreement shall not be construed as a limitation on such right unless specifically stated. Nothing in this Connection and Conveyance Agreement shall be construed to constitute a prohibition, limitation, or a requirement for MAHONING'S approval of COOPER'S right, in accordance with the Act, other laws of the Commonwealth, and regulations adopted pursuant to the aforesaid Act, and any other laws, to sell, lease or contract for management of COOPER'S Collection System; provided that, any such sale, lease or management contract shall not in any way alter MAHONING'S rights or obligations under this Connection and Conveyance Agreement.

(c) The Parties hereto acknowledge and agree that each Party is acting with respect to this Connection and Conveyance Agreement independently of the other, and they are not acting as, or in the nature of, partners or joint venturers. Nothing herein contained shall be construed to place the Parties in the relationship of partners or joint venturers, and except as otherwise provided in this Connection and Conveyance Agreement, neither Party shall have the power to obligate or bind the other in any manner whatsoever. Neither Party shall be liable for the obligations or defaults of the other Party under this Connection and Conveyance Agreement, nor pursuant their respective general governmental operations. Each Party hereto intends that this Agreement shall not benefit or create a right of cause of action in or on behalf of any person other than the Parties hereto.

Section 8.06 - Waiver of Rights. The failure of either Party hereto to insist upon strict performance of this Agreement or its terms and conditions shall not be construed as a waiver of any of its rights.

Section 8.07 - Records.

(a) Upon receipt of a written request, MAHONING agrees to make available at a reasonable time to COOPER, its authorized agents, employees and representatives, all records of MAHONING pertaining to the costs of construction, operation and maintenance of the Joint Conveyance System insofar as they relate to matters covered in this Agreement.

(b) Upon receipt of a written request, COOPER agrees to make available at a reasonable time to MAHONING, its authorized agents, employees and representatives, all records of COOPER insofar as they relate to matters covered in this Agreement.

Section 8.08 - Access to the COOPER Sewer System. MAHONING shall have access to the COOPER Sewer System in order to insure compliance with the terms of this Agreement, after oral notice to COOPER.

Section 8.09 - Entire Agreement; Amendments. This writing constitutes the entire agreement between the Parties and there are no other representations or agreements, verbal or written, other than those contained herein. This Agreement may not be modified, amended, or supplemented except by written agreement of all the Parties hereto.

Section 8.10 - Severability. Should any one or more of the provisions of this Agreement for any reason be held illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provisions of this Connection and Conveyance Agreement and this Agreement shall, under the circumstances, be construed and enforced as if such illegal, invalid or unenforceable provision had not originally been contained herein.

Section 8.11 - Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be properly executed by all of the Parties hereto and all of which shall be regarded for all purposes as one original and all of which shall constitute this Agreement, legally binding upon the Parties hereto.

Section 8.12 - Addresses. Whenever any notice is required to be given by mail, the following addresses shall be used unless a different address is specifically later requested:

Cooper Township Municipal Authority
19 Steltz Road
Danville, PA 17821

Mahoning Township Municipal Building
849 Bloom Road
Danville, PA 17821-1351

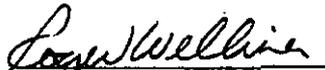
Section 8.13 - Term. This Agreement shall be for a term effective December 20, 2017 and continuing for a period not less than the life of the guaranteed sewer revenue bond to

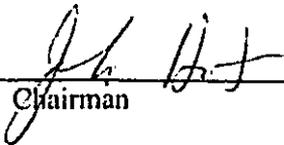
be issued by COOPER to the Pennsylvania Infrastructure Investment Authority in the approximate principal amount of \$3,146,493 on or about December 20, 2017, in connection with the Capital Additions to the Joint Conveyance System described in Section 2.02, unless terminated due to the default of a party hereunder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers and have caused their respective corporate seals to be hereunto affixed, the day and year first above written.

Attest:

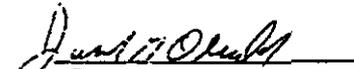
THE COOPER TOWNSHIP MUNICIPAL AUTHORITY


Secretary

By: 
Chairman

Attest:

TOWNSHIP OF MAHONING


Secretary

By: 