

**Application of Pennsylvania-American Water Company for Acquisition of  
the Wastewater Assets of the Township of Exeter  
66 Pa. C.S. §1329  
Application Filing Checklist – Water/Wastewater  
Docket No. A-2018-3004933**

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

**RESPONSE:**

- f. Yes. All agreements identified in Schedule 2.1(b) and Article 3.5 of the APA are enclosed.



**Schedule 2.1(b)**

**Assigned Contracts**

1. Grinder Pump Operation and Maintenance Agreement dated January 19, 2012, 4150 Circle Avenue
2. Grinder Pump Operation and Maintenance Agreement dated January 19, 2012, 4100 Perkiomen Avenue
3. Grinder Pump Operation and Maintenance Agreement dated August 16, 2012, 6600 Perkiomen Avenue
4. Grinder Pump Operation and Maintenance Agreement dated October 18, 2012, 150 Hartman Road
5. Grinder Pump Operation and Maintenance Agreement dated March 24, 2014, 2 Beecham Road
6. Grinder Pump Operation and Maintenance Agreement dated December 10, 2014, 9 Glen Oley Drive
7. Grinder Pump Operation and Maintenance Agreement dated June 11, 2018, 175 Wegman Road
8. Leachate Treatment Agreement between Exeter Township and Western Berks Landfill Acquisition Company, LLC (dba Western Berks Community Landfill and Recycling Center LLC), dated December 21, 2016
9. Leachate Treatment Agreement between Exeter Township and the Chester County Solid Waste Authority dated December 12, 2016
10. Intermunicipal Agreement with the Township of Alsace dated December 16, 1996
11. Polymer Contracts 2016 to 2017; 2018 – 2019 Extension
12. Shipley Energy Natural Gas Sales Agreement



Prepared by:  
Siana, Bellwoar & McAndrew, LLP  
Attn: Andrew J. Bellwoar, Esquire  
941 Pottstown Pike, Suite 200  
Chester Springs, PA 19425  
(610) 321-5500

Return to:  
Exeter Township  
Attn: Troy S. Bingaman, Manager  
4975 DeMoss Road  
Reading, PA 19606

Property Address:  
~~4180 Perkiomen Avenue~~ 4150 CIRCLE AVE.  
Reading, PA 19606  
Exeter Township  
Parcel ID No. 43-5326-18-41-4548

**GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

THIS GRINDER PUMP OPERATION AGREEMENT (the "Agreement"), made and entered into this 19 day of JAN, 2012<sup>1.20</sup>, by and between LORIMICH III, LLC, (hereinafter the "Owner"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

**WITNESSETH**

WHEREAS, the Owner is the owner of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record Book Volume 2011 at Page 17382, (hereinafter the "Property");

**WHEREAS**, the Owner desires to install and operate a sewage grinder pump (the "Pump") to ensure proper operation of the Pump on the Property;

**WHEREAS**, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the "Pump System");

**WHEREAS**, the foregoing Pump and Pump System require routine and scheduled maintenance;

**WHEREAS**, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System ("Grinder Pump Ordinance");

**WHEREAS**, the Owner, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township's Act 537 Plan;

**WHEREAS**, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owner agrees to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

**WHEREAS**, the Township and Owner desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

**NOW THEREFORE**, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owner shall install and operate a Pump and Pump System for commercial use on property known as 4100 Perkiomen Avenue (Lords & Ladies Salon & Spa) and located between E. Neversink Road and S.R. 422, Exeter Township ("the Property"). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owner shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owner agrees that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owner hereby grants to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owner, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owner, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owner and provide Owner with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owner of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owner shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.



7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owner, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owner agrees that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against Owner, its heirs, successors and assigns.
9. Owner shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owner, its heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owner with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.

11. Owner, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.

12. By executing this Agreement, Owner acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND  
HEREBY, the parties hereto have caused this Agreement to be executed as of the day and year  
first above written.

ATTEST: *Amie Casman*

OWNER

By: *[Signature]*  
Date: 1/19/2012  
*TERRANCE G. DONNER, V.P.*

ATTEST:

EXETER TOWNSHIP

By: *[Signature]*  
Date: 1/19/12

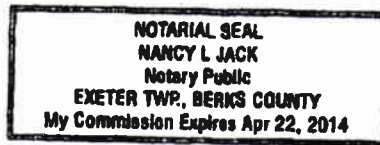
JAN 20 2012  
EXETER TOWNSHIP  
CLERK

COMMONWEALTH OF Pennsylvania :  
COUNTY OF Berks : ss.

On this 19 day of January, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Terrance Depp, Jr., V.P. of LORIMICH III, LLC who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L. Jack  
Notary Public

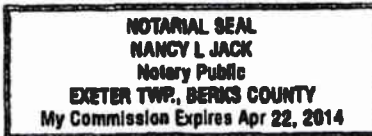


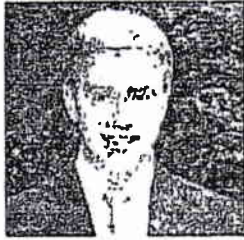
COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF BERKS :

On this 19 day of January, 2011, before me, a Notary Public in and for the County and State aforesaid, personally appeared Troy S. Bingaman, Manager of Exeter Township who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

  
\_\_\_\_\_  
Notary Public



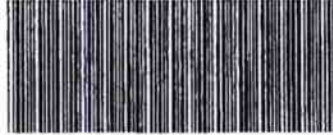


**Frederick C. Sheeler**  
**Berks County Recorder of Deeds**

Berks County Services Center 3<sup>rd</sup> Floor  
 633 Court Street  
 Reading, PA 19601  
 Office (610) 478-3380 ~ Fax (610) 478-3359  
 Website [www.countyofberks.com/recorder](http://www.countyofberks.com/recorder)

**INSTRUMENT # 2012004866**

RECORDED DATE: 02/06/2012 09:58:37 AM



4288444-0007Y

**Document Type:** AGREEMENT

**Transaction #:** 4446125  
**Document Page Count:** 9  
**Operator Id:** lpierce

**RETURN TO: (Mail)**  
 EXETER TOWNSHIP  
 4975 DEMOSS ROAD  
 READING PA  
 19606

**SUBMITTED BY:**  
 EXETER TOWNSHIP  
 4975 DEMOSS ROAD  
 READING, PA 19606

**\* PROPERTY DATA:**

\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

**\* ASSOCIATED DOCUMENT(S):**

**FEES / TAXES:**  
 RECORDING FEES: AGREEMENT \$26.00  
 RECORDS IMPROVEMENT FUND \$5.00  
 JUDICIAL FEE \$23.50  
 WRIT TAX \$0.50  
 ADDITIONAL PAGE FEE \$20.00  
**Total: \$75.00**

**INSTRUMENT #: 2012004866**  
 Recorded Date: 02/06/2012 09:58:37 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



*Frederick C. Sheeler*

**Frederick C. Sheeler**  
**Recorder of Deeds**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 10

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

RECEIVED

FEB 6 2012

EXETER TOWNSHIP  
 BOARD OF SUPERVISORS

**Prepared by:  
Exeter Township  
Linda Seltzer  
4975 DeMoss Road  
Reading, PA 19606**

**Return to:  
Exeter Township  
Attn: John Granger, Manager  
4975 DeMoss Road  
Reading, PA 19606**

**Property Address:  
175 Wegman Rd  
Reading, PA 19606  
Exeter Township  
Parcel ID No. 43-5337-01-17-9368**

**GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

**THIS GRINDER PUMP OPERATION AGREEMENT** (the "Agreement"), made and entered into this 11 day of June, 2018, by and between Linda A. Hughes and R. George Hughes, (hereinafter the "Owners"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

**WITNESSETH**

**WHEREAS**, the Owners are the owners of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, as Instrument # 2009017014 (hereinafter the "Property");

**WHEREAS**, the Owners desire to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

**WHEREAS**, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

**WHEREAS**, the foregoing Pump and Pump System require routine and scheduled maintenance;

**WHEREAS**, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

**WHEREAS**, the Owners, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

**WHEREAS**, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owners agree to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

**WHEREAS**, the Township and Owners desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.



**NOW THEREFORE**, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owners shall install and operate a Pump and Pump System for residential use on property known as 175 Wegman Road and located at the intersection of Overlook Drive and Valley View Lane, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owners shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owners agree that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owners hereby grant to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owners, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owners, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owners and provide Owners with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owners are not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owners of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owners shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owners, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owners agree that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against the Owners, their heirs, successors and assigns.
9. Owners shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owners, their heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owners with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owners, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owners acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND**  
**HEREBY**, the parties hereto have caused this Agreement to be executed as of the day and year  
first above written.

**ATTEST:**

**OWNER(S):**  
**Linda A. Hughes**  
**R. George Hughes**  
**175 Wegman Road**  
**Reading, PA 19606**

By: Linda A. Hughes  
By: R. George Hughes  
Date: 6/11/2018

**ATTEST:**

**EXETER TOWNSHIP**  
**John Granger, Manager**  
**4975 De Moss Road**  
**Reading, PA 19606**

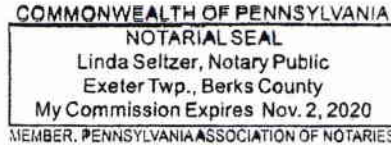
By: J. Granger  
Date: 6/11/2018

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BERKS :

On this 11 day of June, 2018, before me, a Notary Public in and for the County and State aforesaid, personally appeared Linda A. Hughes & R. George Hughes, owners of the property at 175 Wegman Road, Reading, PA who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

  
\_\_\_\_\_  
Notary Public

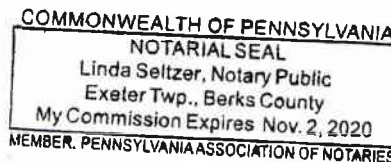


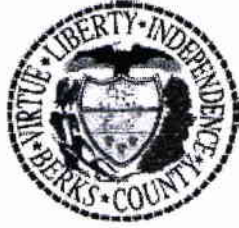
COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BERKS :

On this 11 day of June, 2018, before me, a Notary Public in and for the County and State aforesaid, personally appeared John Granger, Manager of Exeter Township, who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

  
\_\_\_\_\_  
Notary Public



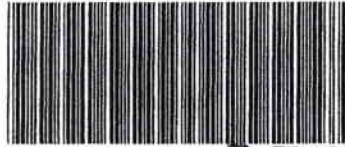


**Frederick C. Sheeler**  
**Berks County Recorder of Deeds**

Berks County Services Center 3<sup>rd</sup> Floor  
 633 Court Street  
 Reading, PA 19601  
 Office: (610) 478-3380 ~ Fax: (610) 478-3359  
 Website: [www.countyofberks.com/recorder](http://www.countyofberks.com/recorder)

**INSTRUMENT # 2018020140**

**RECORDED DATE: 06/18/2018 01:53:32 PM**



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**RECEIVED**

JUN 22 2018

EXETER TOWNSHIP  
 BOARD OF SUPERVISORS

**Document Type: AGREEMENT**

**Transaction #: 5298499**  
**Document Page Count: 8**  
**Operator Id: dfuoco**

**PARCEL ID(s): (See doc for additional parcel #'s)**  
 43533701179368

**SUBMITTED BY:**  
 EXETER TOWNSHIP  
 4975 DEMOSS ROAD

READING, PA 19606

**\* PROPERTY DATA:**

\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

**\* ASSOCIATED DOCUMENT(S):**

**FEES / TAXES:**

RECORDING FEES: AGREEMENT	\$66.50
RECORDS IMPROVEMENT FUND	\$5.00
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$16.00
PARCEL ID FEE	\$10.00
<b>Total:</b>	<b>\$98.00</b>

**INSTRUMENT #: 2018020140**

Recorded Date: 06/18/2018 01:53:32 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



*Frederick C. Sheeler*

**Frederick C. Sheeler**  
**Recorder of Deeds**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 9

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.





**Prepared by:**  
**Siana, Bellwoar & McAndrew, LLP**  
**Attn: Andrew J. Bellwoar, Esquire**  
**941 Pottstown Pike, Suite 200**  
**Chester Springs, PA 19425**  
**(610) 321-5500**

**Return to:**  
**Exeter Township**  
**Attn: Troy S. Bingaman, Manager**  
**4975 DeMoss Road**  
**Reading, PA 19606**

**Property Address:**  
**4100 Perkiomen Avenue**  
**Reading, PA 19606**  
**Exeter Township**  
**Parcel ID No. 43-5326-18-41-4548**

**GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

**THIS GRINDER PUMP OPERATION AGREEMENT** (the "Agreement"), made and entered into this 19 day of JAN, 201~~1~~<sup>2</sup>, by and between LORIMICH III, LLC, (hereinafter the "Owner"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

**WITNESSETH**

**WHEREAS**, the Owner is the owner of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record Book Volume 2011 at Page 17382, (hereinafter the "Property");

**WHEREAS**, the Owner desires to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

**WHEREAS**, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

**WHEREAS**, the foregoing Pump and Pump System require routine and scheduled maintenance;

**WHEREAS**, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

**WHEREAS**, the Owner, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

**WHEREAS**, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owner agrees to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

**WHEREAS**, the Township and Owner desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

**NOW THEREFORE**, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owner shall install and operate a Pump and Pump System for commercial use on property known as 4100 Perkiomen Avenue (Lords & Ladies Salon & Spa) and located between E. Neversink Road and S.R. 422, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owner shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owner agrees that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owner hereby grants to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owner, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owner, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owner and provide Owner with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owner of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owner shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

- 6
7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owner, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owner agrees that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against Owner, its heirs, successors and assigns.
9. Owner shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,
- 6

6  
maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owner, its heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owner with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owner, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owner acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

6  
IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND  
HEREBY, the parties hereto have caused this Agreement to be executed as of the day and year  
first above written.

ATTEST: *Janice Casamon*

OWNER

By: *[Signature]*  
Date: 1/19/2012  
*TERRANCE G. DORR, JR., V.P.*

ATTEST:

EXETER TOWNSHIP

By: *[Signature]*  
Date: 1/19/12

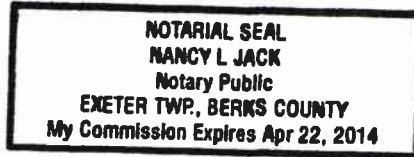
*[Stamp: JAN 19 2012]*

COMMONWEALTH OF Pennsylvania :  
COUNTY OF Berks : ss.  
:

On this 19 day of January, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Terrance Depp, Jr., V.P. of LORIMICH III, LLC who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L. Jack  
Notary Public



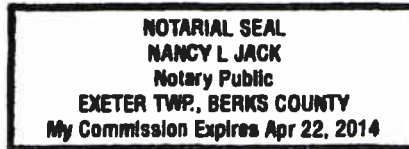


COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF BERKS :

On this 19 day of January, 2011, before me, a Notary Public in and for the County and State aforesaid, personally appeared Troy S. Bingaman, Manager of Exeter Township who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

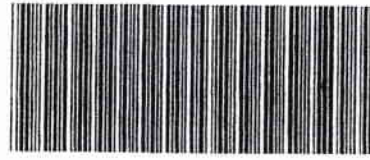
Nancy L. Jack  
Notary Public





INSTRUMENT # 2012004866

RECORDED DATE: 02/06/2012 09:58:37 AM



4286444-0007Y

Frederick C. Sheeler  
Berks County Recorder of Deeds

Berks County Services Center 3<sup>rd</sup> Floor  
633 Court Street  
Reading, PA 19601  
Office (610) 478-3380 ~ Fax (610) 478-3359  
Website [www.countyofberks.com/recorder](http://www.countyofberks.com/recorder)

Document Type: AGREEMENT

Transaction #: 4446125  
Document Page Count: 9  
Operator Id: lpierce

RETURN TO: (Mail)  
EXETER TOWNSHIP  
4975 DEMOSS ROAD  
READING PA  
19606

SUBMITTED BY:  
EXETER TOWNSHIP  
4975 DEMOSS ROAD

READING, PA 19606

\* PROPERTY DATA:

\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

\* ASSOCIATED DOCUMENT(S):

<b>FEES / TAXES:</b>	
RECORDING FEES: AGREEMENT	\$26.00
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$23.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$20.00
<b>Total:</b>	<b>\$75.00</b>

INSTRUMENT #: 2012004866

Recorded Date: 02/06/2012 09:58:37 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



Frederick C. Sheeler  
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 10

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.  
\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

RECEIVED

FEB 9 2012

EXETER TOWNSHIP  
BOARD OF SUPERVISORS



**Prepared by:**  
**Siana, Bellwoar & McAndrew, LLP**  
**Attn: Andrew J. Bellwoar, Esquire**  
**941 Pottstown Pike, Suite 200**  
**Chester Springs, PA 19425**  
**(610) 321-5500**

**Return to:**  
**Exeter Township**  
**Attn: Troy S. Bingaman, Manager**  
**4975 DeMoss Road**  
**Reading, PA 19606**

**Property Address:**  
**6600 Perkiomen Avenue**  
**Reading, PA 19606**  
**Exeter Township**  
**Parcel ID No. 43-5335-16-83-6521**

**GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

**THIS GRINDER PUMP OPERATION AGREEMENT** (the "Agreement"), made and entered into this 16<sup>th</sup> day of August, 2012, by and between Exeter Associates, Inc., (hereinafter the "Owner"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

**WITNESSETH**

**WHEREAS**, the Owner is the owner of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record Book Volume 3104 at Page 0940, (hereinafter the "Property");

**WHEREAS**, Owner leases the Property to Sheetz, Inc. for operation of the #273 Sheetz Convenience Store;

**WHEREAS**, the Owner desires to install and operate or have installed and operated a sewage grinder pump (the "Pump") to ensure proper operation of the Pump on the Property;

**WHEREAS**, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the "Pump System");

**WHEREAS**, the foregoing Pump and Pump System require routine and scheduled maintenance;

**WHEREAS**, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System ("Grinder Pump Ordinance");

**WHEREAS**, the Owner, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township's Act 537 Plan;

**WHEREAS**, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owner agrees to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

**WHEREAS**, the Township and Owner desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

**NOW THEREFORE**, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owner shall install and operate a Pump and Pump System for commercial use on property known as 6600 Perkiomen Avenue (Sheetz Fuel Station & MTO Convenience Store) and located between Sunset Manor Drive and Donna Drive on S.R. 422, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owner shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owner agrees that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.

4. Owner hereby grants to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.
5. In the event Owner, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owner, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owner and provide Owner with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owner of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owner shall reimburse the

Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owner, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owner agrees that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage



grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against Owner, its heirs, successors and assigns.

9. Owner shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection, maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.
10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owner, its heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owner with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owner, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.

12. By executing this Agreement, Owner acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND**  
**HEREBY**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**ATTEST:** Jail L Hart Asst Secy.

**OWNER**

By: Kayna E. Peifer, Asst Secy.

Title: \_\_\_\_\_  
Date: 8/16/12

**ATTEST:**

**EXETER TOWNSHIP**

By: [Signature]

Title: Township Manager

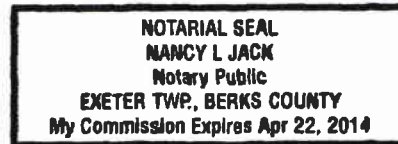
Date: 8/29/12

COMMONWEALTH OF PA :  
COUNTY OF Berks : ss.  
:

On this 16 day of August, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Gaynor E Peifer Asst. Secretary of Exeter Associates, Inc. who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L. Jack  
Notary Public

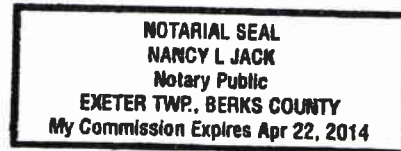


COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF BERKS :

On this 29 day of August, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Troy S. Bingaman, Manager of Exeter Township who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L Jack  
Notary Public



# BERKS COUNTY RECORDER OF DEEDS OFFICE

Frederick C. Sheeler, Recorder of Deeds

Office (610) 478-3380

[www.countyofberks.com/recorder](http://www.countyofberks.com/recorder)

## CUSTOMER RECEIPT

Receipt #: 12074489  
Printed: 08/30/2012 02:54:31 PM  
Paid By: SHEETZ INC  
Submitted By: EXETER TOWNSHIP

Transaction #: 4519200  
Operator ID: lindal  
Payment Comment:

### Document Charges

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Instrument #: 2012036115 AGREEMENT  
Recorded: 08/30/2012 02:54:03 PM

# of Pages: 9

RECORDING FEES: AGREEMENT	\$26.00	RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$23.50	WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$20.00		
		SUBTOTAL	\$75.00

### Payment

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Check 11485 \$75.00

### Totals

---

Total Amount Due:	\$75.00
Total Amount Paid:	\$75.00
Refund ():	\$0.00

**Frederick C. Sheeler**  
Berks County Recorder of Deeds



Sender's Direct Telephone (814) 941-5106  
Sender's Direct Facsimile (814) 941-5105

**VIA OVERNIGHT DELIVERY**

August 23, 2012

Exeter Township  
Attn: Troy S. Bingaman, Manager  
4975 DeMoss Road  
Reading, PA 19606

Re: Sheetz #273, 6600 Perkiomen Avenue, Birdsboro, PA

Dear Mr. Bingaman:

Enclosed please find one original of the Grinder Pump Operation and Maintenance Agreement signed by Gaynor E., Peifer, Assistant Secretary of Exeter Associates, Inc. Once the Grinder Pump Agreement has been signed by Exeter Township and recorded please provide me and Grant Gahagan with a copy of the recorded agreement for our files. Also enclosed is a check in the amount of \$75.00 payable to Berks County Recorder of Deeds for the recording fees.

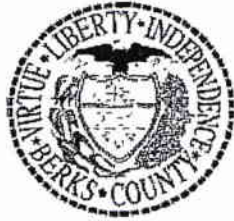
If you should have any questions, please contact Grant Gahagan at (814) 931-4867 or me at (814) 941-5106.

Sincerely,

Jennifer Schramke  
Lease Administrator

Enc.

cc: Grant Gahagan w/enc.



INSTRUMENT # 2012036115

RECORDED DATE: 08/30/2012 02:54:03 PM



4328180-0006P

Frederick C. Sheeler  
Berks County Recorder of Deeds

Berks County Services Center 3<sup>rd</sup> Floor  
633 Court Street  
Reading, PA 19601  
Office: (610) 478-3380 ~ Fax: (610) 478-3359  
Website: www.countyofberks.com/recorder

Document Type: AGREEMENT  
*Sheetz Grinder Pump*

Transaction #: 4519200  
Document Page Count: 9  
Operator Id: lindal

RETURN TO: (Mail)  
EXETER TOWNSHIP  
4975 DEMOSS ROAD  
READING, PA 19606

SUBMITTED BY:  
EXETER TOWNSHIP  
4975 DEMOSS ROAD  
READING, PA 19606

\* PROPERTY DATA:

\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

\* ASSOCIATED DOCUMENT(S):

FEES / TAXES:	
RECORDING FEES: AGREEMENT	\$26.00
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$23.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$20.00
<b>Total:</b>	<b>\$75.00</b>

INSTRUMENT #: 2012036115  
Recorded Date: 08/30/2012 02:54:03 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



*Frederick C. Sheeler*

Frederick C. Sheeler  
Recorder of Deeds

OFFICIAL RECORDING COVER PAGE

Page 1 of 10

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

RECORDED  
SEP 05 2012  
EXETER TOWNSHIP  
BOARD OF SUPERVISORS





Prepared by:  
Siana, Bellwoar & McAndrew, LLP  
Attn: Andrew J. Bellwoar, Esquire  
941 Pottstown Pike, Suite 200  
Chester Springs, PA 19425  
(610) 321-5500

Return to:  
Exeter Township  
Attn: Troy S. Bingaman, Manager  
4975 DeMoss Road  
Reading, PA 19606

Property Address:  
150 Hartman Road  
Reading, PA 19606  
Exeter Township  
Parcel ID No. 43-5337-01-37-5292

**GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

**THIS GRINDER PUMP OPERATION AGREEMENT** (the "Agreement"), made and entered into this 15<sup>th</sup> day of October, 2012, by and between Kenneth P. Esterly and Ann Marie Esterly, (hereinafter the "Owners"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

**WITNESSETH**

**WHEREAS**, the Owners are the owners of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record ~~Book Volume~~ <sup>Instrument #</sup> 2012003181 ~~2012 at Page 3181~~, (hereinafter the "Property");

**WHEREAS**, the Owners desire to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

**WHEREAS**, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

**WHEREAS**, the foregoing Pump and Pump System require routine and scheduled maintenance;

**WHEREAS**, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

**WHEREAS**, the Owners, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

**WHEREAS**, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owners agree to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

**WHEREAS**, the Township and Owners desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

**NOW THEREFORE**, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owners shall install and operate a Pump and Pump System for residential use on property known as 150 Hartman Road and located at the intersection of Forest Court and Hartman Road, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owners shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owners agree that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owners hereby grant to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owners, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owners, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owners and provide Owners with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owners are not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owners of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owners shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owners, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owners agree that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against the Owners, their heirs, successors and assigns.
9. Owners shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

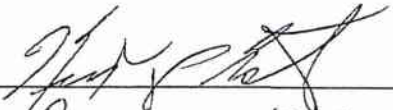
maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owners, their heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owners with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owners, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owners acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND**  
**HEREBY**, the parties hereto have caused this Agreement to be executed as of the day and year  
first above written.

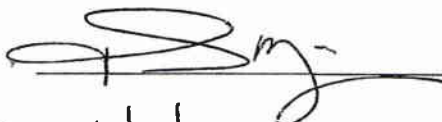
**ATTEST:**

**OWNER(S):**  
**Kenneth P. Esterly**  
**Ann Marie Esterly**  
**150 Hartman Road**  
**Reading, PA 19606**

By:   
By: Ann M. Esterly  
Date: October 18, 2012

**ATTEST:**

**EXETER TOWNSHIP**  
**Troy S. Bingaman, Manager**  
**4975 De Moss Road**  
**Reading, PA 19606**

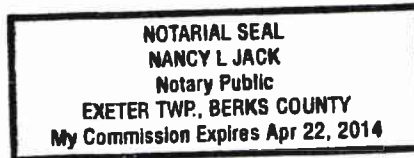
By:   
Date: 10/18/12

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BERKS :

On this 18 day of October, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Kenneth P. Esterly & Ann Marie Esterly, owners of the property at 150 Hartman Road, Reading, PA who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L Jack  
Notary Public

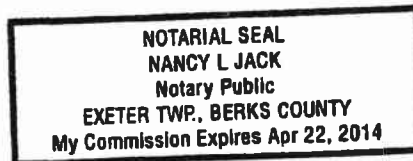


COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BERKS :

On this 18 day of October, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared Troy S. Bingham, Manager of Exeter Township, who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

Nancy L Jack  
Notary Public

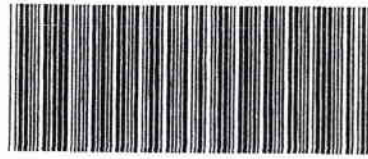






**INSTRUMENT # 2012047050**

RECORDED DATE 11/08/2012 09 38 58 AM



4340252-0007K

**Frederick C. Sheeler**  
Berks County Recorder of Deeds

Berks County Services Center 3<sup>rd</sup> Floor  
633 Court Street  
Reading, PA 19601  
Office (610) 478-3380 ~ Fax (610) 478-3359  
Website [www.countyofberks.com/recorder](http://www.countyofberks.com/recorder)

**Document Type:** AGREEMENT

**Transaction #:** 4542280  
**Document Page Count:** 8  
**Operator Id:** lndal

**RETURN TO:** (Mail)  
EXETER TOWNSHIP  
4975 DEMOSS ROAD  
READING, PA 19606

**SUBMITTED BY:**  
EXETER TOWNSHIP  
4975 DEMOSS ROAD

READING, PA 19606

**\* PROPERTY DATA:**

\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

**\* ASSOCIATED DOCUMENT(S):** 2012003181

**FEES / TAXES:**

RECORDING FEES AGREEMENT	\$26 00
RECORDS IMPROVEMENT FUND	\$5 00
JUDICIAL FEE	\$23 50
WRIT TAX	\$0 50
ADDITIONAL PAGE FEE	\$16 00
<b>Total:</b>	<b>\$71 00</b>

**INSTRUMENT #: 2012047050**

Recorded Date 11/08/2012 09 38 58 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania



**Frederick C. Sheeler**  
Recorder of Deeds

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 9

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always supersedes.  
\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

NOV 13 2012  
EXETER TOWNSHIP  
BOARD OF SUPERVISORS



*Recd*

**Prepared by:**  
**Siana, Bellwoar & McAndrew, LLP**  
**Attn: Andrew J. Bellwoar, Esquire**  
**941 Pottstown Pike, Suite 200**  
**Chester Springs, PA 19425**  
**(610) 321-5500**

**Return to:**  
**Exeter Township**  
**Attn: Troy S. Bingaman, Manager**  
**4975 DeMoss Road**  
**Reading, PA 19606**

**Property Address:**  
**2 Beecham Road**  
**Reading, PA 19606**  
**Exeter Township**  
**Parcel ID No. 43-5337-04-71-9278**

**GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

**THIS GRINDER PUMP OPERATION AGREEMENT** (the "Agreement"), made and entered into this 24<sup>th</sup> day of March, 2014, by and between David R. Richards and Tracy L. Richards, (hereinafter the "Owners"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

**WITNESSETH**

**WHEREAS**, the Owners are the owners of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, as Instrument # 2014-006033, (hereinafter the "Property");

**WHEREAS**, the Owners desire to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

**WHEREAS**, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

**WHEREAS**, the foregoing Pump and Pump System require routine and scheduled maintenance;

**WHEREAS**, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

**WHEREAS**, the Owners, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

**WHEREAS**, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owners agree to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

**WHEREAS**, the Township and Owners desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

**NOW THEREFORE**, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owners shall install and operate a Pump and Pump System for residential use on property known as 2 Beecham Road and located at the intersection of Oley Turnpike and Beecham Road, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owners shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owners agree that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owners hereby grant to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owners, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owners, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owners and provide Owners with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owners are not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owners of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owners shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owners, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owners agree that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against the Owners, their heirs, successors and assigns.
9. Owners shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owners, their heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owners with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owners, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owners acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.



IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND  
HEREBY, the parties hereto have caused this Agreement to be executed as of the day and year  
first above written.

ATTEST:

OWNER(S):  
David Richard  
Tracy Richard  
45 Sycamore Dr.  
Reading, PA 19606

✓ By: DR Richard  
✓ By: Tracy L Richards  
✓ Date: March 24, 2014

ATTEST:

EXETER TOWNSHIP  
Troy S. Bingaman, Manager  
4975 De Moss Road  
Reading, PA 19606

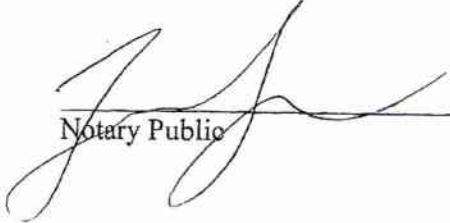
By: Troy S. Bingaman  
Date: March 27, 2014

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BERKS :

On this 24 day of March, 2014, before me, a Notary Public in and for the County and State aforesaid, personally appeared Tony Lanshe <sup>Richard</sup> & David Robert <sup>Richards</sup>, owners of the property at 2 Beechwood, Reading, PA who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

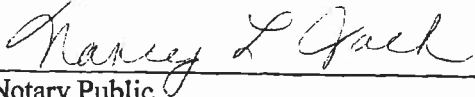
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
ZACHARY BIECHY, Notary Public  
Exeter Township, Berks County  
My Commission Expires April 30, 2017

  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BERKS :

On this 27 day of March, 2014, before me, a Notary Public in and for the County and State aforesaid, personally appeared Troy S. Bingaman, Manager of Exeter Township, who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

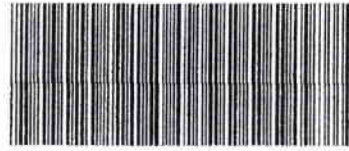
  
\_\_\_\_\_  
Notary Public

NOTARIAL SEAL  
NANCY L JACK  
Notary Public  
EXETER TWP, BERKS COUNTY  
My Commission Expires Apr 22, 2014



**INSTRUMENT # 2014009305**

RECORDED DATE: 03/27/2014 02:53:02 PM



4457639-0009/

**Frederick C. Sheeler**  
Berks County Recorder of Deeds

Berks County Services Center 3<sup>rd</sup> Floor  
633 Court Street  
Reading, PA 19601  
Office: (610) 478-3380 ~ Fax: (610) 478-3359  
Website: www.countyofberks.com/recorder

**Document Type:** AGREEMENT

**Transaction #:** 4741328  
**Document Page Count:** 8  
**Operator Id:** dfuoco

**PARCEL ID(s):** (See doc for additional parcel #'s)  
43533704719278

**SUBMITTED BY:**  
EXETER TOWNSHIP  
ATTN TROY BINGAMAN  
  
4975 DEMOSS RD  
READING, PA 19606

\* **PROPERTY DATA:**

\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

\* **ASSOCIATED DOCUMENT(S):**

<b>FEES / TAXES:</b>	
RECORDING FEES: AGREEMENT	\$26.00
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$23.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$16.00
PARCEL ID FEE	\$10.00
<b>Total:</b>	<b>\$81.00</b>

**INSTRUMENT #: 2014009305**  
Recorded Date: 03/27/2014 02:53:02 PM

I hereby CERTIFY that this document is recorded  
in the Recorder of Deeds Office in Berks County,  
Pennsylvania.



**Frederick C. Sheeler**  
Recorder of Deeds

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 9

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.



**Prepared by:**  
**Siana, Bellwoar & McAndrew, LLP**  
**Attn: Andrew J. Bellwoar, Esquire**  
**941 Pottstown Pike, Suite 200**  
**Chester Springs, PA 19425**  
**(610) 321-5500**

**Return to:**  
**Exeter Township**  
**Attn: Troy S. Bingaman, Manager**  
**4975 DeMoss Road**  
**Reading, PA 19606**

**Property Address:**  
**9 Glen Oley Drive**  
**Reading, PA 19606**  
**Exeter Township**  
**Parcel ID No. 43-5337-04-70-7975**

**GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

**THIS GRINDER PUMP OPERATION AGREEMENT** (the "Agreement"), made and entered into this 10th day of December, 2014, by and between James F. Harkness and Tracy L. Harkness, (hereinafter the "Owners"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

**WITNESSETH**

**WHEREAS**, the Owners are the owners of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, as Instrument # 2012021066, (hereinafter the "Property");

**WHEREAS**, the Owners desire to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

**WHEREAS**, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

**WHEREAS**, the foregoing Pump and Pump System require routine and scheduled maintenance;

**WHEREAS**, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

**WHEREAS**, the Owners, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

**WHEREAS**, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owners agree to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

**WHEREAS**, the Township and Owners desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

**NOW THEREFORE**, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owners shall install and operate a Pump and Pump System for residential use on property known as 9 Glen Oley Drive and located at the intersection of Glen Oley Drive and Oley Turnpike Road, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owners shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owners agree that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owners hereby grant to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owners, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owners, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owners and provide Owners with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owners are not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owners of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owners shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.



7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owners, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owners agree that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against the Owners, their heirs, successors and assigns.
9. Owners shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

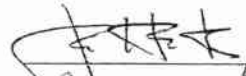
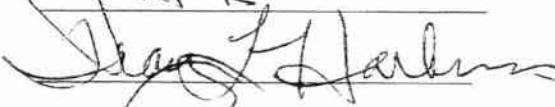
maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owners, their heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owners with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owners, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owners acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND**  
**HEREBY**, the parties hereto have caused this Agreement to be executed as of the day and year  
first above written.

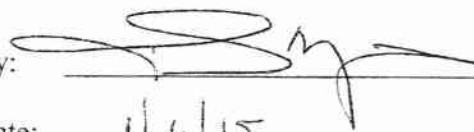
**ATTEST:**

**OWNER(S):**  
**James F. Harkness**  
**Tracy L. Harkness**  
**9 Glen Oley Drive**  
**Reading, PA 19606**

By:   
By:   
Date: 10 Dec 2014

**ATTEST:**

**EXETER TOWNSHIP**  
**Troy S. Bingaman, Manager**  
**4975 De Moss Road**  
**Reading, PA 19606**

By:   
Date: 1/6/15





**Frederick C. Sheeler**  
**Berks County Recorder of Deeds**

Berks County Services Center 3<sup>rd</sup> Floor  
 633 Court Street  
 Reading, PA 19601  
 Office: (610) 478-3380 ~ Fax: (610) 478-3359  
 Website: [www.countyofberks.com/recorder](http://www.countyofberks.com/recorder)

**INSTRUMENT # 2015004677**

RECORDED DATE: 02/12/2015 01:17:59 PM



4501459-0015R

**Document Type:** AGREEMENT

**Transaction #:** 4827332  
**Document Page Count:** 8  
**Operator Id:** donnas

**PARCEL ID(s):** (See doc for additional parcel #'s)  
 43533704707975

**SUBMITTED BY:**  
 EXETER TOWNSHIP  
 4975 DEMOSS RD

READING, PA 19606

**\* PROPERTY DATA:**

\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

**\* ASSOCIATED DOCUMENT(S):** 2012021066

**FEES / TAXES:**

RECORDING FEES: AGREEMENT	\$26.00
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$35.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$16.00
PARCEL ID FEE	\$10.00
<b>Total:</b>	<b>\$93.00</b>

**INSTRUMENT #: 2015004677**

Recorded Date: 02/12/2015 01:17:59 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



**Frederick C. Sheeler**  
**Recorder of Deeds**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 9

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.





**Prepared by:  
Exeter Township  
Linda Seltzer  
4975 DeMoss Road  
Reading, PA 19606**

**Return to:  
Exeter Township  
Attn: John Granger, Manager  
4975 DeMoss Road  
Reading, PA 19606**

**Property Address:  
175 Wegman Rd  
Reading, PA 19606  
Exeter Township  
Parcel ID No. 43-5337-01-17-9368**

**GRINDER PUMP OPERATION AND MAINTENANCE AGREEMENT**

**THIS GRINDER PUMP OPERATION AGREEMENT** (the "Agreement"), made and entered into this 11 day of June, 2018, by and between Linda A. Hughes and R. George Hughes, (hereinafter the "Owners"), and EXETER TOWNSHIP, BERKS COUNTY, PENNSYLVANIA (hereinafter "Township"):

**WITNESSETH**

**WHEREAS**, the Owners are the owners of certain real property as recorded by Deed in the Office of the Recorder of Deeds of Berks County, Pennsylvania, as Instrument # 2009017014 (hereinafter the "Property");



**WHEREAS**, the Owners desire to install and operate a sewage grinder pump (the “Pump”) to ensure proper operation of the Pump on the Property;

**WHEREAS**, in addition to the aforementioned Pump, additional components and equipment, including but not limited to piping, wiring, conduits, electrical supplies and such other equipment, may be necessary for the installation and operation of the Pump (collectively the “Pump System”);

**WHEREAS**, the foregoing Pump and Pump System require routine and scheduled maintenance;

**WHEREAS**, the Township, by and through the Grinder Pump Ordinance (Ordinance No. 674 of 2008), regulates the installation, use, and maintenance of the Pump and Pump System (“Grinder Pump Ordinance”);

**WHEREAS**, the Owners, its representatives, successors and assigns agree that the public health, safety, and welfare require that the Pump and Pump System be installed, used, and maintained in a manner consistent with the standards of the manufacturer and the Township’s Act 537 Plan;

**WHEREAS**, the Township is willing to allow the installation of the Pump and Pump System upon the Property provided that the Owners agree to operate and maintain the Pump and Pump System upon certain terms and conditions as set forth by the rules and regulations of the Township, and as more particularly set forth herein; and

**WHEREAS**, the Township and Owners desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid Pump and Pump System to ensure the orderly operation and maintenance of the Pump and Pump System.

**NOW THEREFORE**, for and in consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Owners shall install and operate a Pump and Pump System for residential use on property known as 175 Wegman Road and located at the intersection of Overlook Drive and Valley View Lane, Exeter Township (“the Property”). Installation shall be performed by a contractor who is experienced in the installation of sewage grinder pumps. Said contractor shall certify in writing that the Pump and Pump System are operating in good working order and said certification shall be filed with the Township within five (5) days of installation of the Pump and Pump System.
2. Owners shall inspect and maintain the Pump and Pump System in the manner recommended by the manufacturer of the Pump, and with such frequency as recommended by the manufacturer of the Pump, or on a monthly basis, whichever is more frequent.
3. Owners agree that the Pump and Pump System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order. Such inspections require three (3) days prior notice and shall occur during normal day time periods, generally between 8:00 AM to 4:00 PM.
4. Owners hereby grant to the Township, its officials, agents, and assigns a perpetual access easement onto the Property for as long as the Pump and Pump System exists, for the purpose of conducting periodic inspections of the Pump and Pump System and, if necessary, to perform maintenance and repairs.

5. In the event Owners, its representatives, successors and assigns, fails to maintain the Pump and Pump System in good working condition acceptable to the Township, the Township may enter upon the Property and take such necessary and prudent action to maintain said Pump and Pump System and to charge the costs of the maintenance, repairs, and/or replacement to the Owners, its representatives, successors and assigns. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
6. Prior to undertaking any maintenance, repair, or replacement of the Pump or Pump System, Township shall notify Owners and provide Owners with 48 hours to cure any deficiency. In the event of an emergency, as determined by the Township in its sole discretion, the Township may take action without notice. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property if the Owners are not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if the Township determines, in its sole discretion, that such maintenance and repairs are necessary to protect the public health, safety or welfare. However, the Township shall notify the Owners of any inspection, maintenance, or repair undertaken within five (5) days of the activity. The Owners shall reimburse the Township for any and all costs and expenses incurred by the Township, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.

7. In the event the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, its representatives', successors' and assigns' failure to perform such work, the Owners, its representatives, successors and assigns shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for any and all costs and expenses incurred by the Township hereunder, including but not limited to professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies. If not paid within said thirty (30) day period, the Township may enter a lien against the Property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under Pennsylvania law and/or Township Code. Should the Township initiate proceedings to recover said costs, the Township shall be entitled to any and all costs and expenses incurred, including, but not limited to, professional consultant review and inspection fees, administrative fees, attorneys' fees, court costs, and all costs for labor, equipment, and supplies.
8. Owners agree that subsequent regulations established for the maintenance and inspection of sewage grinder pumps on the part of municipalities, any subsequent ordinance adopted by the municipality for the inspection and maintenance of sewage grinder pumps, and other regulations established by the Township subsequent to this Agreement shall be effective against the Owners, their heirs, successors and assigns.
9. Owners shall defend, indemnify, and hold the Township harmless for any and all damage, costs, and expenses, arising out of or relating to: (a) the inspection,

maintenance, and/or repair of the Pump or Pump System on the Property; (b) the Owner's breach of any duty it is obligated to perform pursuant to this Agreement or under the Township's Grinder Pump Ordinance, or (c) the failure of the Pump or Pump System due to the Township failure to perform any of its obligations under this Agreement or the Township's Grinder Pump Ordinance.

10. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Berks, Pennsylvania and that this Agreement shall be binding upon Owners, their heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Owners with respect to the operation of the Pump and Pump System set forth in this Agreement would "run with the land" and remain the obligation of the Owner's successors in title for the life of the Pump and the Pump System.
11. Owners, its representatives, successors and assigns, shall indemnify, defend and hold harmless the Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township for the inspection, maintenance, repair or replacement of the Pump and Pump System by the Township, its agents, employees, or representatives.
12. By executing this Agreement, Owners acknowledges that it has read and understands, accepts, and agrees to be bound by the duties and responsibilities of a property owner served by a grinder pump system as set forth in Section 305-65 of the Township Code, as may be amended from time to time.

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND**  
**HEREBY**, the parties hereto have caused this Agreement to be executed as of the day and year  
first above written.

**ATTEST:**

**OWNER(S):**

**Linda A. Hughes  
R. George Hughes  
175 Wegman Road  
Reading, PA 19606**

By: Linda A. Hughes  
By: R. George Hughes  
Date: 6/11/2018

**ATTEST:**

**EXETER TOWNSHIP  
John Granger, Manager  
4975 De Moss Road  
Reading, PA 19606**

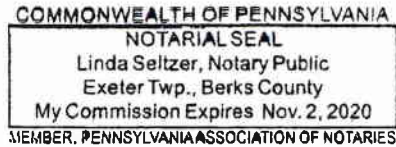
By: J. Granger  
Date: 6/11/2018

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BERKS :

On this 11 day of June, 2018, before me, a Notary Public in and for the County and State aforesaid, personally appeared Linda A. Hughes & R. George Hughes, owners of the property at 175 Wegman Road, Reading, PA who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

  
\_\_\_\_\_  
Notary Public

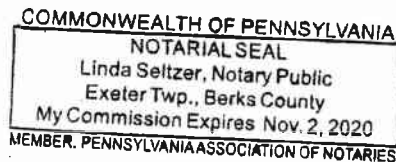


COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF BERKS :

On this 11 day of June, 2018, before me, a Notary Public in and for the County and State aforesaid, personally appeared John Granger, Manager of Exeter Township, who being authorized to do so, executed the foregoing Grinder Pump Operation and Maintenance Agreement for the purposes therein.

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

  
\_\_\_\_\_  
Notary Public



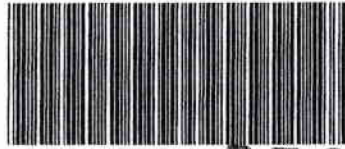


**Frederick C. Sheeler**  
**Berks County Recorder of Deeds**

Berks County Services Center 3<sup>rd</sup> Floor  
 633 Court Street  
 Reading, PA 19601  
 Office: (610) 478-3380 ~ Fax: (610) 478-3359  
 Website: www.countyofberks.com/recorder

**INSTRUMENT # 2018020140**

RECORDED DATE: 06/18/2018 01:53:32 PM



4760081-0005P

**RECEIVED**

JUN 22 2018

EXETER TOWNSHIP  
 BOARD OF SUPERVISORS

**Document Type:** AGREEMENT

**Transaction #:** 5298499  
**Document Page Count:** 8  
**Operator Id:** dfuoco

**PARCEL ID(s): (See doc for additional parcel #'s)**  
 43533701179368

**SUBMITTED BY:**  
 EXETER TOWNSHIP  
 4975 DEMOSS ROAD

READING, PA 19606

**\* PROPERTY DATA:**

\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

**\* ASSOCIATED DOCUMENT(S):**

**FEES / TAXES:**

RECORDING FEES: AGREEMENT	\$66.50
RECORDS IMPROVEMENT FUND	\$5.00
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$16.00
PARCEL ID FEE	\$10.00
<b>Total:</b>	<b>\$98.00</b>

**INSTRUMENT #: 2018020140**

Recorded Date: 06/18/2018 01:53:32 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Berks County, Pennsylvania.



*Frederick C. Sheeler*

**Frederick C. Sheeler**  
**Recorder of Deeds**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 9

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.





LEACHATE TREATMENT AGREEMENT

This AGREEMENT is made on the 21 day of December, 2016 by and between the Exeter Township (hereinafter referred to as Twp), a second class Township, duly organized under the laws of the Commonwealth of Pennsylvania with its address being 4975 DeMoss Road, Reading, PA 19606 and the Western Berks Landfill Acquisition Company, LLC (dba Western Berks Community Landfill and Recycling Center LLC) with its address being 445 Poplar Neck Road, Birdsboro, PA 19508 (hereinafter referred to as WBLF Acquisition Company, LLC).

In consideration of the mutual covenants herein and intending to be legally bound hereby, the parties agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish criteria and restrictions for and upon the quality of wastewater (leachate) generated at the WBLF Acquisition Company, LLC facility delivered to the Twp Sewage Treatment Plant.

SECTION 2. QUALIFICATION OF HAULER. WBLF Acquisition Company, LLC agrees that all haulers of leachate employed by it, whether temporary or permanent employees, agents or subcontractors, must be qualified in writing in advance by Twp before disposing of leachate at the Twp Sewage Treatment Plant. Qualification of a hauler to deliver leachate to the Twp Sewage Treatment Plant requires the hauler, whether individual, corporation, partnership or association to present to Twp the following:

- (a) Type and size of trucks that will be utilized to make delivery to the Twp Sewage Treatment Plant, including License Number, make and capacity of all leachate transportation vehicles
- (b) Proof of insurance in the amount of One Million Dollars (\$1,000,000). Certificates of Insurance to be in the nature of an occurrence policy ("claims made" policies are not acceptable) naming Twp as additional insured.
- (c) Documentation or other form of information identifying the entity, whether a corporation, partnership, association or individual, on behalf of whom the delivery to the Twp Sewage Treatment Plant is being made.
- (d) The name, address and phone number of a representative or responsible individual from the entity, corporation, partnership, association or individual must be available for contact by the Twp twenty-four (24) hours per day in case of emergency.

SECTION 3. PROHIBITED DISCHARGES. WBLF Acquisition Company LLC agrees that it shall not knowingly deliver by itself or on its behalf, to the Twp Sewage Treatment Plant, any of the following Prohibited Discharges:

- (a) Pollutant(s) which would cause Pass Through or Interference with the operation of the Twp Sewage Treatment Plant
- (b) Pollutant(s) which create a fire or explosive hazard
- (c) Pollutant(s) which will cause corrosive structural damage to the Sewage Treatment Plant
- (d) Solids or viscous pollutants in an amount which will cause obstruction to the flow resulting in interference with the operation of the Twp Sewage Treatment Plant
- (e) Pollutant(s) which result in the presence of toxic gases, vapors or fumes within the Twp Sewage Treatment Plant in a quantity that may cause acute worker health or safety problems
- (f) Petroleum oil, non bio-degradable cutting oil, or products of mineral oil origin in an amount that may cause interference or pass through

SECTION 4. DISCHARGE CRITERIA. The criteria for discharge into the Twp Sewer Treatment Plant shall be in accordance with requirement of the Twp. Any permits required by Twp (ex. Industrial Pretreatment Permit) shall be applied for by the WBLF Acquisition Company LLC within thirty (30) days of execution of this Agreement. The WBLF Acquisition Company LLC shall maintain any required permits for the duration of this Agreement. The WBLF Acquisition Company LLC shall maintain any required permits for the duration of this Agreement and be bound by all terms and conditions of said permit(s),

SECTION 5. SAMPLING. The WBLF Acquisition Company LLC agrees that Twp, their employees, servants, agent or other designated officials may take a sample of any truck load of leachate prior to accepting delivery into the Twp Sewage Treatment Plant. Such samples may be tested prior to delivery or be maintained for future testing. Such Twp sampling may also occur at the WBLF Acquisition Company LLC facility without notice.

SECTION 6. CLOSURE; ETA SEWAGE TREATMENT PLANT. The WBLF Acquisition Company LLC acknowledges and agrees that Twp reserves the right to close the Sewage Treatment Plant to all incoming deliveries of leachate, if required by regulation, order, or administrative directive of the Delaware River Basin Commission or other regulatory agency or whenever plant operating conditions, including routine or emergency maintenance may be required.

SECTION 7. INDEMNIFICATION. The WBLF Acquisition Company LLC hereby agrees to indemnify and hold harmless Twp, their officers, employees, agents, or their designated officials or engineers and their agents and employees from and against all cost, claims, injuries and damages to persons, or property, losses, fines, or penalties as may be imposed by Twp and expenses, including without limitation, attorney's fees, whether the same results from the negligence of the WBLF Acquisition Company LLC or its agents, employees or subcontractors or otherwise, arising out of or resulting from directly or indirectly a delivery from the WBLF Acquisition Company LLC it being the intent of this provision to absolve and protect Twp from any and all loss, claim, fines, penalties imposed or expenses incurred by reason of the delivery. The WBLF Acquisition Company LLC agrees that in the event of a breach of any provision of this Agreement to reimburse Twp or their designated officials from any expenses incurred by Twp as a result of such breach.

SECTION 8. PRICE. Charges for acceptance and treatment of leachate delivered to the Twp Sewage Treatment Plant by the WBLF Acquisition Company LLC shall be in accordance with the Fee Schedule in effect at the time of leachate delivery. All such charges for treatment, testing, special handling surcharge or otherwise shall be paid to Twp within sixty (60) days of the invoice date. Penalties, late fees, interest or other charges may be imposed by Twp in accordance with applicable Twp ordinances, rules and regulations for any late payment of invoices issues by Twp.

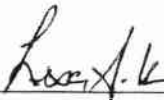
SECTION 9. TERM OF AGREEMENT. This Agreement shall be valid for a term of ten (10) years from the date of execution of the Agreement and may be terminated at the end of the initial ten (10) year term by giving the other party written notice of at least one hundred and eighty (180) days prior to the anniversary date of the execution of the Agreement. If no such notice is given by either party, the Agreement shall remain in effect for a period of one (1) year, and so on from year to year, when and until terminated by either party giving the other party one hundred and eighty (180) days written notice of its intent to terminate the Agreement.

SECTION 10. NON-ASSIGNABILITY. This Agreement may not be assigned by the WBLF Acquisition Company LLC to a successor until such time as it is replaced by a new Agreement. This Agreement shall inure to the benefit of Twp or its designated officials and their successors and assigns.


SECTION 11. SEVERABILITY. If any sentence, clause, section or part of this Agreement is, for any reason, found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Agreement. It is the intent of the parties to this Agreement that this Agreement would have been entered into had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

6  
SECTION 12. MATERIAL BREACH. If an unmitigated and uncured material breach of this Agreement is committed by the WBLF Acquisition Company LLC, Twp may terminate the hauler's permit and this Agreement upon one hundred eighty (180) days written notice. Twp acknowledges and agrees that it is prohibited from terminating this Agreement except upon providing one hundred eighty (180) days written notice to the WBLF Acquisition Company LLC. Notwithstanding the foregoing, Twp may immediately suspend the performance of this Agreement if Twp suffers a significant upset or interruption of its operations at the Sewage Treatment Plant as a result of an unforeseen force majeure event caused by the WBLF Acquisition Company LLC. In such instance, Twp shall provide immediate notice of the suspension to the WBLF Acquisition Company LLC and shall conduct an evaluation of the corrective action to be taken by the Sewage Treatment Plant. In the event there is no corrective action that may reasonably be taken to resume normal operation of the Sewage Treatment Plant and continued acceptance of the WBLF Acquisition Company LLC leachate, Twp may terminate the Agreement.

Township:  
THE TOWNSHIP OF EXETER  
BERKS COUNTY, PENNSYLVANIA,  
by and through its Board of Supervisors

By:   
Lisa VanderLaan, Vice Chair

WBLF:  
WESTERN BERKS LANDFILL  
ACQUISITION COMPANY, LLC

By:   
Name: Kevin Bush  
Title: Eastern PA Landfills Co-Ord



ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE:</b> Automobile Liability <b>CARRIER:</b> Arch Insurance Company <b>POLICY TERM:</b> 11/20/2016 – 11/20/2017 <b>POLICY NUMBER:</b> 31CAB0502304	<b>Automobile Liability - Any Auto</b> <b>Combined Single Limit - \$4,000,000</b> <b>SIR - \$1,000,000</b>
<b>POLICY TYPE:</b> Worker's Compensation - KY MO <b>CARRIER:</b> Arch Indemnity Insurance Company <b>POLICY TERM:</b> 11/20/2016 – 11/20/2017 <b>POLICY NUMBER:</b> 34WCI0519200	<b>Per Statute</b> <b>Each Accident: \$1,000,000</b> <b>Disease – policy limit: \$1,000,000</b> <b>Disease – each employee: \$1,000,000</b>

**Named Insured:**

Advanced Disposal Services, Inc.  
Advanced Disposal Waste Holdings Corp.  
Advanced Disposal Services South, LLC  
HWStar Holdings Corp.  
Advanced Disposal Services East, Inc.  
Advanced Disposal Services Midwest, LLC  
Advanced Disposal Recycling Services Atlanta, LLC  
Advanced Disposal Recycling Services Gulf Coast, LLC  
Advanced Disposal Services Alabama CATS, LLC  
Advanced Disposal Services Alabama EATS, LLC  
Advanced Disposal Services Alabama Holdings, LLC  
Advanced Disposal Services Alabama, LLC  
Advanced Disposal Services Arbor Hills Landfill, Inc.  
Advanced Disposal Services Atlanta, LLC  
Advanced Disposal Services Augusta, LLC  
Advanced Disposal Services Biloxi MRF, LLC  
Advanced Disposal Services Birmingham, Inc.  
Advanced Disposal Services Blackfoot Landfill, Inc.  
Advanced Disposal Services Blue Ridge Landfill, Inc.  
Advanced Disposal Services Carolinas, LLC  
Advanced Disposal Services Cedar Hill Landfill, Inc.  
Advanced Disposal Services Solid Waste Southeast, Inc.  
Advanced Disposal Services Central Florida, LLC  
Advanced Disposal Services Chestnut Valley Landfill, LLC  
Advanced Disposal Services Cobb County Recycling Facility, LLC  
Advanced Disposal Services Cobb County Transfer Station, LLC  
Advanced Disposal Services Cranberry Creek Landfill, LLC  
Advanced Disposal Services Cypress Acres Landfill, Inc.  
Advanced Disposal Services Eagle Bluff Landfill, Inc.  
Advanced Disposal Services Emerald Park Landfill, LLC  
Advanced Disposal Services Evergreen Landfill, Inc.  
Advanced Disposal Services Glacier Ridge Landfill, LLC  
Advanced Disposal Services Greentree Landfill, LLC  
Advanced Disposal Services Gwinnett Transfer Station, LLC  
Advanced Disposal Services Gulf Coast, LLC  
Advanced Disposal Services Hancock County, LLC  
Advanced Disposal Services Hickory Meadows Landfill, LLC  
Advanced Disposal Services Hoosier Landfill, Inc.  
Advanced Disposal Services Jackson, LLC  
Advanced Disposal Services Jacksonville, LLC  
Advanced Disposal Services Jones Road, LLC  
Advanced Disposal Services Eastern PA, Inc.  
Advanced Disposal Services Lancaster Landfill, LLC  
Advanced Disposal Services Lithonia Transfer Station, LLC  
Advanced Disposal Services Macon, LLC  
Advanced Disposal Services Magnolia Ridge Landfill, LLC  
Advanced Disposal Services Mallard Ridge Landfill, Inc.  
Advanced Disposal Services Maple Hill Landfill, Inc.  
Advanced Disposal Services Middle Georgia, LLC  
Advanced Disposal Services Milledgeville Transfer Station, LLC  
Advanced Disposal Services Mississippi, LLC  
Advanced Disposal Services Mississippi Holdings, Inc.  
Advanced Disposal Services Mobile Transfer Station, LLC  
Advanced Disposal Services Morehead Landfill, Inc.  
Advanced Disposal Services North Alabama Landfill, LLC  
Advanced Disposal Services North Georgia, LLC  
Advanced Disposal Services Oak Ridge Landfill, Inc.  
Advanced Disposal Services Orchard Hills Landfill, Inc.  
Advanced Disposal Services Pasco County, LLC  
Advanced Disposal Services Pecan Row Landfill, LLC  
Advanced Disposal Services Pontiac Landfill, Inc.  
Advanced Disposal Services Prattville C&D Landfill, LLC  
Advanced Disposal Services Renewable Energy, LLC  
ADS Renewable Energy – Eagle Point, LLC  
ADS Renewable Energy – Stones Throw, LLC  
ADS Renewable Energy – Wolf Creek, LLC  
Advanced Disposal Services Rogers Lake, LLC  
Advanced Disposal Services Rolling Hills Landfill, Inc.  
Advanced Disposal Services Selma Transfer Station, LLC  
Advanced Disposal Services Seven Mile Creek Landfill, LLC  
Advanced Disposal Services Smyrna Transfer Station, LLC  
Advanced Disposal Services Solid Waste Leasing Corp.  
Advanced Disposal Services Solid Waste Midwest, LLC  
ADS Solid Waste of NJ, Inc.  
Advanced Disposal Services Western PA, Inc.  
Advanced Disposal Services South Carolina, LLC  
Advanced Disposal Services Star Ridge Landfill, Inc.  
Advanced Disposal Services Stateline, LLC  
Advanced Disposal Services Sumner Landfill, Inc.  
Advanced Disposal Services Taylor County Landfill, LLC  
Advanced Disposal Services Tennessee Holdings, Inc.  
Advanced Disposal Services Tennessee, LLC  
Advanced Disposal Services Valley Meadows Landfill, LLC  
Advanced Disposal Services Valley View Landfill, Inc.  
Advanced Disposal Services Vasko Rubbish Removal, Inc.  
Advanced Disposal Services Vasko Solid Waste, Inc.  
Advanced Disposal Services Wayne County Landfill, Inc.  
Advanced Disposal Services Zion Landfill, Inc.  
Baton Rouge Renewable Energy, LLC  
Burlington Transfer Station, Inc.  
Cartersville Transfer Station, LLC  
Caruthers Mill C&D Landfill, LLC  
Champion Transfer Station, LLC  
Diller Transfer Station, LLC  
Community Refuse Service, LLC  
Doraville Transfer Station, LLC  
Eagle Point Landfill, LLC  
Eco-Safe Systems, LLC  
Hall County Transfer Station, LLC  
Harmony Landfill, LP  
Highstar Royal Oaks I, Inc.  
Highstar Royal Oaks II, Inc.  
Hinkle Transfer Station, LLC  
IWStar Waste Holdings Corp.  
Jones Road Landfill and Recycling, Ltd.  
Land and Gas Reclamation, Inc.  
Landsouth, Inc.  
Moretown Landfill, Inc.  
Mostoller Landfill, LLC  
Nassau County Landfill, LLC  
NEWS North East Holdings, Inc.  
NEWS MA Holdings, Inc.  
NEWS Mid-Atlantic Holdings, Inc.  
NEWStar Waste Holdings Corp.



North East Waste Services, Inc.  
Old Kings Road, LLC  
Old Kings Road Solid Waste, LLC  
Parker Sanitation II, Inc.  
Pasco Lakes Inc.  
PDC Disposal Co., Inc.  
St. Johnsbury Transfer Station, Inc.  
Advanced Disposal Services Somerset, Inc.  
South Hadley Landfill, LLC  
South Suburban, LLC  
SSI Southland Holdings, Inc.  
Stone's Throw Landfill, LLC  
Summit, Inc.  
Superior Waste Services of New York City, Inc.  
Tallassee Waste Disposal Center, Inc.  
Turkey Trot Landfill, LLC  
Vermont Hauling, Inc.  
Waitsfield Transfer Station, Inc.  
WBLF Acquisition Company, LLC  
Welcome All Transfer Station, LLC  
Western Maryland Waste Systems, LLC  
Wolf Creek Landfill, LLC  
WSI Medical Waste Systems, Inc.  
WSI of New York, Inc.  
WSI Sandy Run Landfill, LLC  
Advanced Disposal Services National Accounts, Inc.  
Advanced Disposal Services National Accounts Holdings, Inc.  
F.D.S. Disposal II, LLC  
North East Waste Transport, Inc.



## LEACHATE TREATMENT AGREEMENT

This AGREEMENT is made on the 12<sup>th</sup> day of December, 2016 by and between the Exeter Township (hereinafter referred to as Twp), a second class Township, duly organized under the laws of the Commonwealth of Pennsylvania with its address being 4975 DeMoss Road, Reading, PA 19606 and the Chester County Solid Waste Authority, with its address being 7224 Division Highway, Narvon, PA 17555. In consideration of the mutual covenants herein and intending to be legally bound hereby, the parties agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish criteria and restrictions for and upon the quality of wastewater (leachate) generated at the Chester County Solid Waste Authority, Lanchester Landfill delivered to the Twp Sewage Treatment Plant.

SECTION 2. QUALIFICATION OF HAULER. Chester County Solid Waste Authority agrees that all haulers of leachate employed by it, whether temporary or permanent employees, agents or subcontractors, must be qualified in writing in advance by Twp before disposing of leachate at the Twp Sewage Treatment Plant. Qualification of a hauler to deliver leachate to the Twp Sewage Treatment Plant requires the hauler, whether individual, corporation, partnership or association to present to Twp the following:

- (a) Type and size of trucks that will be utilized to make delivery to the Twp Sewage Treatment Plant, including License Number, make and capacity of all leachate transportation vehicles
- (b) Proof of insurance in the amount of One Million Dollars (\$1,000,000). Certificates of Insurance to be in the nature of an occurrence policy ("claims made" policies are not acceptable) naming Twp as additional insured.
- (c) Documentation or other form of information identifying the entity, whether a corporation, partnership, association or individual, on behalf of whom the delivery to the Twp Sewage Treatment Plant is being made.
- (d) The name, address and phone number of a representative or responsible individual from the entity, corporation, partnership, association or individual must be available for contact by the Twp twenty-four (24) hours per day in case of emergency.

6  
SECTION 3. PROHIBITED DISCHARGES. Chester County Solid Waste Authority agrees that it shall not knowingly deliver by itself or on its behalf, to the Twp Sewage Treatment Plant, any of the following Prohibited Discharges:

- (a) Pollutant(s) which would cause Pass Through or Interference with the operation of the Twp Sewage Treatment Plant
- (b) Pollutant(s) which create a fire or explosive hazard
- (c) Pollutant(s) which will cause corrosive structural damage to the Sewage Treatment Plant
- (d) Solids or viscous pollutants in an amount which will cause obstruction to the flow resulting in interference with the operation of the Twp Sewage Treatment Plant
- (e) Pollutant(s) which result in the presence of toxic gases, vapors or fumes within the Twp Sewage Treatment Plant in a quantity that may cause acute worker health or safety problems
- (f) Petroleum oil, non bio-degradable cutting oil, or products of mineral oil origin in an amount that may cause interference or pass through

6  
SECTION 4. DISCHARGE CRITERIA. The criteria for discharge into the Twp Sewer Treatment Plant shall be in accordance with requirement of the Twp. Any permits required by Twp (ex. Industrial Pretreatment Permit) shall be applied for by the Chester County Solid Waste Authority within thirty (30) days of execution of this Agreement. Chester County Solid Waste Authority shall maintain any required permits for the duration of this Agreement. The Chester County Solid Waste Authority shall maintain any required permits for the duration of this Agreement and be bound by all terms and conditions of said permit(s),

SECTION 5. SAMPLING. The Chester County Solid Waste Authority agrees that Twp, their employees, servants, agent or other designated officials may take a sample of any truck load of leachate prior to accepting delivery into the Twp Sewage Treatment Plant. Such samples may be tested prior to delivery or be maintained for future testing. Such Twp sampling may also occur at the Chester County Solid Waste Authority facility without notice.

6  
SECTION 6. CLOSURE; ETA SEWAGE TREATMENT PLANT. The Chester County Solid Waste Authority acknowledges and agrees that Twp reserves the right to close the Sewage Treatment Plant to all incoming deliveries of leachate, if required by regulation, order, or administrative directive of the Delaware River Basin Commission or other regulatory agency or whenever plant operating conditions, including routine or emergency maintenance may be required.

6  
SECTION 7. INDEMNIFICATION. The Chester County Solid Waste Authority hereby agrees to indemnify and hold harmless Twp, their officers, employees, agents, or their designated officials or engineers and their agents and employees from and against all cost, claims, injuries and damages to persons, or property, losses, fines, or penalties as may be imposed by Twp and expenses, including without limitation, attorney's fees, whether the same results from the negligence of the Chester County Solid Waste Authority or its agents, employees or subcontractors or otherwise, arising out of or resulting from directly or indirectly a delivery from the Chester County Solid Waste Authority it being the intent of this provision to absolve and protect Twp from any and all loss, claim, fines, penalties imposed or expenses incurred by reason of the delivery. The Chester County Solid Waste Authority agrees that in the event of a breach of any provision of this Agreement to reimburse Twp or their designated officials from any expenses incurred by Twp as a result of such breach.

SECTION 8. PRICE. Charges for acceptance and treatment of leachate delivered to the Twp Sewage Treatment Plant by the Chester County Solid Waste Authority shall be in accordance with the Fee Schedule in effect at the time of leachate delivery. All such charges for treatment, testing, special handling surcharge or otherwise shall be paid to Twp within sixty (60) days of the invoice date. Penalties, late fees, interest or other charges may be imposed by Twp in accordance with applicable Twp ordinances, rules and regulations for any late payment of invoices issues by Twp. The Haulers for Chester County Solid Waste Authority currently pay the disposal fee and it is included in their transportation and disposal price from these haulers.

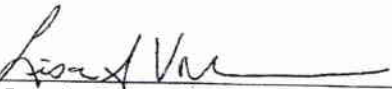
6  
SECTION 9. TERM OF AGREEMENT. This Agreement shall be valid for a term of ten (10) years from the date of execution of the Agreement and may be terminated at the end of the initial ten (10) year term by giving the other party written notice of at least one hundred and eighty (180) days prior to the anniversary date of the execution of the Agreement. If no such notice is given by either party, the Agreement shall remain in effect for a period of one (1) year, and so on from year to year, when and until terminated by either party giving the other party one hundred and eighty (180) days written notice of its intent to terminate the Agreement.

SECTION 10. NON-ASSIGNABILITY. This Agreement may not be assigned by the Chester County Solid Waste Authority to a successor until such time as it is replaced by a new Agreement. This Agreement shall inure to the benefit of Twp or its designated officials and their successors and assigns.


SECTION 11. SEVERABILITY. If any sentence, clause, section or part of this Agreement is, for any reason, found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Agreement. It is the intent of the parties to this Agreement that this Agreement would have been entered into had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION 12. MATERIAL BREACH. If an unmitigated and uncured material breach of this Agreement is committed by the Chester County Solid Waste Authority, Twp may terminate the hauler's permit and this Agreement upon one hundred eighty (180) days written notice. Twp acknowledges and agrees that it is prohibited from terminating this Agreement except upon providing one hundred eighty (180) days written notice to the Chester County Solid Waste Authority. Notwithstanding the foregoing, Twp may immediately suspend the performance of this Agreement if Twp suffers a significant upset or interruption of its operations at the Sewage Treatment Plant as a result of an unforeseen force majeure event caused by the Chester County Solid Waste Authority. In such instance, Twp shall provide immediate notice of the suspension to the Chester County Solid Waste Authority and shall conduct an evaluation of the corrective action to be taken by the Sewage Treatment Plant. In the event there is no corrective action that may reasonably be taken to resume normal operation of the Sewage Treatment Plant and continued acceptance of the Chester County Solid Waste Authority leachate, Twp may terminate the Agreement.

THE TOWNSHIP OF EXETER  
BERKS COUNTY, PENNSYLVANIA,  
by and through its Board of Supervisors

By:   
Lisa VanderLaan, Vice Chair

CHESTER COUNTY SOLID WASTE  
AUTHORITY:

By:   
Name: Robert A. Watts  
Title: Executive Director



INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, dated as of the 16<sup>th</sup> day of December, 1996 between EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY ("Authority") and THE TOWNSHIP OF EXETER ("Exeter"), Berks County, Pennsylvania, parties of the first part, on the one hand, and THE TOWNSHIP OF ALSACE ("Alsace"), Berks County, Pennsylvania, parties of the second part, on the other hand.

**WITNESSETH:**

WHEREAS, Exeter and Authority heretofore determined that it was necessary, in order to benefit and preserve the public health and general welfare of citizens of Exeter, that 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, there are certain areas located within Alsace where residents live in close proximity to constructed and installed sanitary sewer lines of Authority; and

WHEREAS, Authority, Exeter and Alsace have determined that it is in the best interests of the municipal entities and certain residents that the Authority should permit interconnection by other municipalities with its facilities so as to accept sanitary sewage flows originating from outside of the jurisdictional limits of Exeter; and

WHEREAS, Authority, Exeter, and Alsace 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 this Agreement; (2) appropriate quarterly payments to be made by Alsace to Exeter for transportation, treatment and disposal by Exeter of Sewage discharged from certain residential dwelling units to the Exeter Sewer System; and (3) other matters related to the foregoing; and

WHEREAS, Shady Lane Estate, Ltd. has received a Sewage Permit from the Commonwealth of Pennsylvania, Department of Environmental Resources for the installation of a sanitary sewer extension and pumping station to connect to the Exeter Sewer System;

NOW, THEREFORE, Exeter, the Authority, and Alsace 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 1.01 for the purposes of this Agreement, shall have the following meanings, unless the context clearly otherwise requires:

"Alsace" shall mean the Township of Alsace, Berks County, Pennsylvania, a Pennsylvania Second Class Township.

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

"BOD" (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 degrees centigrade. This standard laboratory procedure shall be that found in latest edition of "Standard Methods for the Examination of Waste and Wastewater" published by The American Public Health Association.

"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 Exeter, owned by the Authority and leased to Exeter for operation and use, including all future additions, alternations and improvements thereto.

"Fiscal Year" shall mean the period of twelve (12) months beginning January 1 of each year.

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

"Meters" flow will be measured by volume of water used, based on water meters, or in the case of a trailer park one (1) master meter. All single residential dwelling units must have a water meter installed on their system. All meters must be purchased from Exeter Township at the then established rate.

"NH<sub>3</sub>N" 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.

"Sewage" shall mean domestic sewage and/or industrial wastes, as such terms usually and customarily are used by sanitary engineers.

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

## **ARTICLE II Project**

Section 2.01 This agreement is subject to the execution of an agreement that Alsace intends to enter into with Shady Lane Estates, Ltd. ("Shady Lane"), owner and developer of a tract of land located in Alsace Township, said tract of ground more particularly described in Record Book Volume \_\_\_\_\_, Page \_\_\_\_\_, Berks County Records, and known as "Shady Lane Estates Trailer Park". (Copy of said Agreement is attached as Exhibit "A").

Section 2.02 The aforesaid agreement provides, inter alia, that Shady Lane shall install and construct private sanitary sewer lines within said tract of ground, which private sanitary sewer lines will provide collection and transportation of sewage from the Shady Lane Estates Trailer Park to a sanitary sewer line to be located within the right of way of Old Spies Church Road.

Section 2.03 Shady Lane shall construct said private sanitary sewer lines within said tract of ground in accordance with the current specifications of Alsace and Authority and Shady Lane covenants and warrants to provide all future maintenance, repair, renovation and replacement in accordance with the then current Alsace and Authority plans and specifications.

Section 2.04 Alsace and Authority shall have the right to inspect during the installation and construction of the private lines by Shady Lane, and Shady Lane grants a perpetual right to Alsace, its successors and assigns, to enter upon lands of Shady Lane, its successors and assigns, for purposes of repair, maintenance, renovation, replacement and inspection of said private sanitary sewer lines.

Section 2.05 Shady Lane covenants and represents that Shady Lane shall be responsible and pay for all costs, fees and other charges that are reasonable and necessary for the preparation and review of this Intermunicipal Agreement; and for the reasonable and necessary governmental submissions, reviews and approvals for the implementation of the terms and conditions of this Agreement, including, but not limited to, adoption of ordinances, resolutions, Act 537 Plan Amendment Submissions, creation of separate sewer district in Alsace, and for the inspection and review of all plans and specifications for the private sanitary sewer line and for its installation and construction.

**ARTICLE III**  
**Service Availability and Conditions**

Section 3.01 Alsace covenants that all sewage collected by the Shady Lane private sanitary sewer lines will be discharged into the Exeter Sewer System for ultimate treatment and disposal, subject to the terms and conditions hereof and subject to the limits set forth herein. Exeter Shall accept such flows in such volume and character as required hereby for transportation, treatment and disposal. Exeter Shall transport, treat and dispose of all such Sewage in accordance with sound engineering practice and applicable requirements of governmental agencies having jurisdiction over the matter.

Alsace reserves the right to require any hookup as permitted by law and any customary fees shall be paid by Alsace to Exeter as may be appropriate at rates in effect at the time of connection. In the event that grinder pumps are needed to service future connection, neither Alsace, Exeter or Authority shall be responsible for the repair, maintenance or replacement of any grinder pump and all expenses of said grinder pump shall be the homeowners.

Section 3.02 The parties hereto agree that the Sewage Treatment Plant has permitted capacities as shown in NPDES Part I Permit PA0026972 and in the Water Quality Management Permit Part II 0692402 issued by the Pennsylvania Department of Environmental Resources are hereby allocated to Alsace Township as follows:

Average Daily Flow -	<u>Gallons Per Day</u>
	Alsace
	3240 gal/day

Section 3.03 That the Commonwealth of Pennsylvania, Department of Environmental Resources have issued to Shady Lane Estates, Ltd., a Water Quality Management Permit, No. 0689422 for the construction and installation of Sanitary Sewer Extension and pumping station pursuant to plans of Mast Engineering Co. Inc. Job No. 1332 dated March 26, 1991.

Section 3.04 Alsace covenants that no roof drainage water, storm water, excessive ground water, infiltration, surface drainage or building foundation drainage shall be discharged into the Exeter Sewer System, either directly or indirectly.

Alsace covenants by Resolution or Ordinance respectively that the appropriate party will prohibit the discharge of any Sewage or other wastes into the Exeter Sewer System having characteristics that violate the provisions of Ordinance 367 or its amendments or subsequent ordinances 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 Exeter governing the discharge of sewage into the Exeter Sewer System from time to time in effect. Alsace covenants that it has enacted and will keep in full force and effect so long as sewage shall be discharged from properties in Alsace into the Exeter Sewer System an ordinance or ordinances prohibiting the discharge of sewage at least as stringent as the similar sewer use ordinance or ordinances at the time in effect in Exeter and which ordinance or ordinances of Alsace 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. Alsace further covenants and agrees that it will enter into appropriate interjurisdictional agreements from time to time required by the United States Environmental Protection Agency or any other governmental regulatory body having jurisdiction.

Section 3.05 Alsace covenants and agrees and represents that it will cooperate together and with Authority and Exeter to do all things necessary to implement this Agreement, including, but not limited to:

- (1) keeping appropriate records on each entity located within Alsace, now being serviced by or intended to be serviced by Exeter and Authority pursuant to this Agreement.
- (2) will establish sewer rate and fee schedule and cause to be collected from each entity all costs, fees and charges, including tapping fees, necessary to comply with the terms of the Agreement.
- (3) create a separate sewer district within Alsace for those entities located within Alsace and covered by this Agreement.
- (4) submit all necessary governmental requirements including, but not limited to:
  - (a) Act 537 Plan Amendments
  - (b) Sewage Planning Modules
- (5) adopt all resolutions and ordinances necessary to implement the terms of this Agreement.

Section 3.06 Alsace shall be subject to all restrictions, conditions and limits as may be imposed by Alsace by Ordinance or Resolution on the collection, transportation and treatment

of sanitary sewage and wastewater; provided said restrictions, conditions and limits shall apply uniformly throughout the Authority system.

Section 3.07 That any future applications for additional allocations of sewage treatment capacities shall be made through Alsace Township pursuant to the terms of this Agreement and any amendments thereto.

#### **ARTICLE IV Cost**

Section 4.01 Alsace shall be billed by Exeter for the sanitary sewage/wastewater to be received and treated by Authority pursuant to this Agreement.

Alsace agrees to pay for said services in accordance with the rates and charges as may be established from time to time by Exeter and/or Authority, which rates shall not be greater than the current charges to other existing customers in Exeter.

Section 4.02 Alsace agrees to pay to Exeter and/or Authority all normal and customary fees and charges for all new connections to the Exeter system at the fees and charges then in effect. The current fees and charges for new connections are as attached and included in Exhibit "B". Alsace acknowledges and understands that the fees and charges may change and that the conditions for hook-up of any new connection to the Exeter system shall be the payment of all then existing fees and charges.

Section 4.03 Exeter and Alsace agree that Exeter shall perform the management including meter reading of the sewer system and shall bill and Alsace shall pay quarterly for this services. Alsace assumes all responsibility for their own collection of the appropriate fees to users within Alsace Township. All bills must be paid within thirty (30) days of receipt. If not so paid, such bills will be subject to customary late fees.

#### **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, Authority and/or Exeter are required to upgrade the Sewage Treatment Plan, then Alsace shall pay a proportionate share of the costs of any such upgrading, calculated in a manner consistent herewith for sharing costs of the Project. 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 Alsace agrees that the rules and regulations to be adopted governing the installation of laterals connecting properties in Alsace to the Shady Lane private sewer lines shall be at least as stringent as requirements for like installations adopted by Authority or Exeter, as appropriate.

Authority continually shall provide Alsace 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.

Section 5.03 If the Authority and/or Exeter requires, Alsace grants to Authority and Exeter, 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 Alsace in, along, over and under which the Exeter Sewer System, including the sewers to be constructed under the provisions hereof, 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. Authority or Exeter, as appropriate, shall repair or restore such streets, roads, lanes, courts, public squares, alleys and highways of Alsace 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. Despite anything to the contrary within this section, Alsace has the primary responsibility to construct, replace, repair, alter, maintain and operate that portion of the sewer system located within Alsace's geographic boundary. In the event that Alsace fails to properly construct, replace, repair, alter, maintain and/or operate said sewer system, Authority and Exeter have the right pursuant to this section to make such construction, maintenance and repair at Alsace's sole cost and expense.

Section 5.04 Alsace agrees to furnish or to cause to be furnished to Authority and Exeter all information deemed essential by Authority and Exeter, as appropriate, for determination of the character and strength of sewage discharged into the Exeter Sewer System.

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

Authority and Exeter, as appropriate, shall provide authorized representative of Alsace with access, at reasonable times, to the Exeter Sewer System in order to assure compliance with the terms of this Agreement.

Section 5.05 Authority and Exeter, 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 Pennsylvania Department of Environmental Resources or any other governmental body having jurisdiction.

Section 5.06 Alsace covenants and agrees that it will comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Pennsylvania Department of Environmental Resources or any other governmental body having jurisdiction.

Section 5.07 Authority and Exeter may enter into any new or additional agreement concerning transportation, treatment and disposal by Authority or Exeter, as appropriate, of sewage from any other municipality; provided, however, that no such new or additional agreement shall impair the ability of Authority or Exeter, as appropriate, to receive, transport, treat and dispose of sewage collected in Alsace 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 Authority and Exeter, one to be appointed by Alsace 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**

BY: *Michael Poyner*  
Chairman

ATTEST: *Laura A. Thorne*  
Asst. Secretary

**Township of Exeter  
Berks County, Pennsylvania**

BY: *Jack H. Buder*  
Chairman

ATTEST: *Dois T. Concordia* 12-23-96  
Secretary

**Township of Alsace  
Berks County, Pennsylvania**

BY: *Jeff Eweller*  
Chairman

ATTEST: *Jane M. Buder*  
Secretary



COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF BERKS :

On this, the 16th day of December, 1996 before me, the undersigned officer, personally appeared J. Michael Poyner, who acknowledged himself to be the Chairman of EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY and that as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of such Authority by himself as such officer.

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

Joanne M. Posey

Notarial Seal  
Joanne M. Posey, Notary Public  
Exeter Twp., Berks County  
My Commission Expires Oct. 16, 1999

COMMONWEALTH OF PENNSYLVANIA:  
: ss.  
COUNTY OF BERKS :

On this 23<sup>rd</sup> day of December, 1996, before me, a Notary Public, the undersigned officer, personally appeared Linda K. Buler, who acknowledged herself to be Chairperson of THE TOWNSHIP OF EXETER and that as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the Township by herself as such officer  
IN WITNESS WHEREOF, I hereunto set my hand and Notary Seal.

Charlotte L. Moore

**NOTARIAL SEAL**  
CHARLOTTE L. MOORE, Notary Public  
Reading, Berks County, PA  
My Commission Expires 7-20-97

COMMONWEALTH OF PENNSYLVANIA

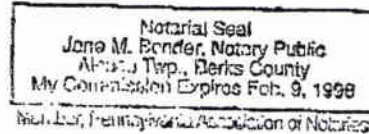
:  
: ss.  
:

COUNTY OF BERKS

On this, the 3~~rd~~ day of December, 1996 before me, the undersigned officer, personally appeared Joseph E. Williams, who acknowledged himself to be the Chairman of THE TOWNSHIP OF ALSACE and that as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of such Township by himself as such officer.

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

Jane M. Bender





4975 DeMoss Road  
Reading, PA 19606

Exeter Township, Berks County  
Pennsylvania



## EXETER TOWNSHIP

Berks County, Authority

Solicitor

**FREDERICK L. REIGLE, P.C.**  
**ATTORNEY AT LAW**  
**2901 ST. LAWRENCE AVE.**  
**SUITE 202**  
**READING, PA 19606**

December 29, 2008

Mr. Troy S. Bingham  
Exeter Township Municipal Building  
4975 DeMoss Road  
Reading, PA 19606

RE: AMENDMENT TO INTERMUNICIPAL AGREEMENT  
WITH ALSACE TOWNSHIP

Enclosed herewith please find a fully executed copy of the Amendment to Intermunicipal Agreement of December 16, 1996 between Exeter Township, Berks County, Authority, Township of Exeter and The Township of Alsace. As you may recall, this is the Amendment that was prepared increasing Alsace Township's capacity in the Exeter Township's Sewer System.

If you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Frederick L. Reigle

FLR/blf  
encl  
cc: Paul Herb  
Andy Bellwoar, Esquire  
Larry Drogo, w/o encl.

**RECEIVED**  
DEC 30 2008  
EXETER TOWNSHIP  
BOARD OF SUPERVISORS

AMENDMENT TO INTERMUNICIPAL AGREEMENT

WHEREAS, the parties to this Amended Municipal Agreement being EXETER TOWNSHIP, BERKS COUNTY, AUTHORITY ("Authority") and THE TOWNSHIP OF EXETER ("Exeter"), Berks County, Pennsylvania, parties of the first part and THE TOWNSHIP OF ALSACE ("Alsace"), Berks County, Pennsylvania, party of the second part, have heretofore entered into a Municipal Agreement dated as of December 16, 1996, such Agreement providing for certain sanitary sewer flow allocations to permit connections of certain properties located in Alsace Township to be ultimately connected to the sanitary sewer collection system owned by the Authority and operated by Exeter so as to permit the transportation of the sanitary sewer flow to the Exeter Township sanitary sewer plant for treatment; and,

WHEREAS, the parties find it necessary to amend such agreement for the reasons set forth herein; and,

WHEREAS, Shady Lane Estate, Ltd., ("Shady Lane") operates and maintains a certain mobile home park located in Alsace Township and such park generates sanitary sewer flows which are the subject matter of both the original Agreement as well as this amended Agreement; and,

WHEREAS, Shady Lane Mobile Home Park has expanded over the years requiring Alsace to acquire additional sewage capacity in both the Authority's sanitary sewer collection system as well as its treatment plant; and,

WHEREAS, certain limitations have been placed on the number of connections that can be made to the Exeter sanitary sewer collection system pending the completion of certain capital improvements undertaken pursuant to a Corrective Action Plan that the Authority has filed with and has been approved by Pennsylvania Department of Environmental Resources; and,

WHEREAS, the parties hereto wish to make provisions for the increased sanitary sewer capacity presently required to provide service to the Shady Lane Mobile Home Park as they now exist as well as certain additional capacities that will be required to provide service to such Mobile Home Park when it is fully built out, subject of course to any applicable governmental restrictions and regulations.

NOW THEREFORE, Exeter, the Authority, and Alsace for and in consideration of the covenants and agreements herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

1. The definitions as set forth in Article 1 of the Agreement dated as of Article 1 on Exhibit A are incorporated herein by reference.
2. Section 3.02 of the Agreement as of December 16, 2006, shall be, and is hereby amended to read as follows:

The Parties hereby agree that the sewage treatment plant has permitted capacities as shown and NPDES Part 1 Permit 026972 issued by the Pennsylvania Department of Environmental Protection and a portion of such capacity is hereby allocated to Alsace Township as follows:

The total number of connections allocated to Alsace Township shall not exceed 41 EDU's and the total allocated flow shall not exceed 9, 389 gallons per day.

3. The parties hereto agree to fully cooperate with each other to implement the previous Agreement pursuant to the Corrective Action Plan approved by the Pennsylvania Department of Environmental Protection or any such subsequent Agreement order affecting the Authority's sanitary sewer system.
4. All other terms and conditions of the original Agreement as set forth in Exhibit A shall remain in full force and effect unless they conflict with the provisions of this Agreement in such event the provisions of this Amendment shall control.
5. This Amended Agreement shall be binding upon the Parties hereto and their respective successors and assigns.
6. This Amended Agreement may be executed in any number of counterparts each of which shall be an original, with such counterparts together shall constitute but one an the same instrument
7. Any disputes that may arise pursuant to the terms of this Amended Agreement or pursuant to the provisions set forth in the original Agreement shall be determined pursuant to the provisions of the Pennsylvania Law in the Court of Common Pleas and in for Berks County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Amended 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:   
Chairman

ATTEST:   
Secretary

TOWNSHIP OF EXETER, BERKS COUNTY,  
PENNSYLVANIA

BY:   
Chairman

  
ATTEST:   
Crest. Secretary

TOWNSHIP OF ALSACE, BERKS COUNTY,  
PENNSYLVANIA

BY:   
Chairman

ATTEST:   
Secretary





## SECOND AMENDMENT TO INTERMUNICIPAL AGREEMENT

WHEREAS, the parties to this Second Amendment Municipal Agreement ("Second Amendment") being THE TOWNSHIP OF EXETER ("Exeter"), Berks County Pennsylvania, party of the first part, and THE TOWNSHIP OF ALSACE ("Alsace") Berks County, Pennsylvania, party of the second part, have heretofore entered into a Municipal Agreement dated as of December 16, 1996 (the "Agreement"), such Agreement providing for certain sanitary sewer flow allocations to permit connections of certain properties located in Alsace Township to be ultimately connected to the sanitary sewer collection system then owned by the Exeter Township, Berks County, Pennsylvania ("Authority"), and operated by Exeter so as to permit the transportation of the sanitary sewer flow to the Exeter Township sanitary sewer plant for treatment; and,

WHEREAS, Exeter, Alsace and the Authority entered into a first amendment in 2008 ("First Amendment") to increase the gallons per day ("gpd") to 9,389 gpd; and

WHEREAS, Exeter has now disbanded the Authority; and,

WHEREAS, the parties find it necessary to amend Agreement for the reasons set for herein; and,

WHEREAS, the parties hereto wish to make provisions for sanitary sewer capacity presently required to provide service to the dwelling at 288 Spies Church Road that is experiencing septic system failure, as well as certain additional capacity that will be required in order to provide service to as many as 4 other dwellings along Spies Church Road, as well as a property at 182 Old Friedensburg Road, subject of course to any applicable governmental restrictions and regulations.

NOW THEREFORE, Exeter, and Alsace for and in consideration of the covenants and agreements herein contained, to be kept and observed, each intending to be legally bound hereby, covenant and agree as follows:

1. The definitions as set forth in the Agreement are incorporated herein by reference, noting that the Exeter Sewer System is now owned by Exeter.
  
2. Section 3.02 of the Agreement, previously amended by the First Amendment, shall be, and is hereby amended to read as follows:

The parties hereby agree that the Sewage Treatment Plant has permitted capacities as shown in NPDES Part 1 Permit 026972 issued by the Pennsylvania Department of Environmental Protection and a portion of such capacity is hereby allocated to Alsace Township as follows:

The total number of connections allocated to Alsace Township shall not exceed 47 EDUs and the total allocated flow shall not exceed 10,763 gallons per day.

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

- c. Alsace has enacted and will continue to keep in full force and effect an ordinance or ordinances that require compliance with Exeter's ordinances concerning the Exeter Sewer System; and
  - d. Alsace owns and maintains the sewer line in and under Spies Church Road.
4. All other terms and conditions of the original Agreement as well as the First Amendment shall remain in full force and effect unless they conflict with the provisions of this Second Agreement; in such event the provisions of this Second Amendment shall control.
5. This Second Amended Agreement shall be binding upon the Parties hereto and their respective successors and assigns.
6. This Second Amended Agreement may be executed in any number of counterparts each of which shall be an original, with such counterparts together shall constitute but one and the same instrument.
7. Any disputes that may arise pursuant to the terms of this Second Amended Agreement or pursuant to the provisions set forth in the original Agreement shall be determined pursuant to the provisions of Pennsylvania Law in the Court of Common Pleas in and for Berks County, Pennsylvania.

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6  
IN WITNESS WHEREOF, the Parties have caused this Second Amended Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereunto, all as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TOWNSHIP OF EXETER, BERKS COUNTY,  
PENNSYLVANIA,

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Secretary

TOWNSHIP OF ALSACE, BERKS COUNTY  
PENNSYLVANIA

6  
BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Secretary



# SNF

[www.polydyneinc.com](http://www.polydyneinc.com)

September 10, 2018

Mr. Paul Herb  
Exeter Township  
4975 DeMoss Road  
Reading, PA 19606

SUBJECT: Polymer Contract – One Year Extension, 2018 - 2019

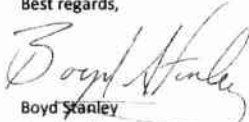
Mr. Herb,

Polydyne Inc. is pleased to offer Exeter Township a one-year contract renewal for the purchase of Clarifloc NE-1745 polymer.

Effective October 1, 2018, the unit price will be \$1.11/lb. delivered in 2300 Lb. totes. This price will remain firm through September 30, 2019.

We thank you for your business and look forward to continuing our valued partnership. If you have any questions regarding this proposal, please feel free to contact me at (912) 880-8013.

Best regards,



Boyd Stanley  
Vice-President







Natural Gas Sales Agreement

"Terms of Sale"

This agreement for the supply and management of natural gas is made by and between Shipley Choice LLC, as "Seller" and the undersigned customer as "Buyer" or "Customer" under the Terms of Sale below and Natural Gas Sales Agreement Terms and Conditions attached.

Seller: Shipley Choice LLC  
 413 Norway St.  
 P.O. Box 946  
 York, PA 17405  
 Phone: (800) 628-1848  
 Fax: (717) 854-9773

Buyer: Exeter Township  
 4975 Demoss Rd.  
 Reading, PA 19606  
 Phone: 610-401-0059  
 Fax:

DATE	TERM START	TERM END	CONTRACT TYPE	CONTRACT PRICE	
March 17, 2016	December 1, 2017	November 30, 2019	Fixed	\$3.17	per Dth
DELIVERY POINT	METER STATUS	PRIMARY DELIVERY POINT PIPELINE		ALLOWABLE VARIATION	
UGI City Gate	Daily Metered	As Required		Full Requirements	
CONTRACT & QUANTITY (Dth)					
Dec-17	807	Jan-18	1217	Feb-18	900
Mar-18	919	Apr-18	837	May-18	816
Jun-18	833	Jul-18	822	Aug-18	592
Sep-18	720	Oct-18	960	Nov-18	926
Dec-18	807	Jan-19	1217	Feb-19	900
Mar-19	919	Apr-19	837	May-19	816
Jun-19	833	Jul-19	822	Aug-19	592
Sep-19	720	Oct-19	960	Nov-19	926
Service Address		Utility Account Number		Shipley Account Number	
400 Hanover St, Birdsboro, PA 19508		722701028300		FBD 1122906	

This document is part of the agreement between Buyer and Seller. Terms used in this document shall have the meanings ascribed to them in the Agreement.

Signature of this "Terms of Sale" document by the parties hereto confirms all of the provisions listed above. Please confirm that the terms stated herein accurately reflect the agreement between you and Shipley Choice LLC by signing and returning an executed copy of this document to Shipley Choice LLC by facsimile at (717) 854-9773.

Each Person signing this document by his/her signature acknowledges that he/she has the authority to bind the entity he/she represents and intends the entity to be legally bound by the provisions of this document.

Seller: Shipley Choice LLC  
 Signature: [Signature]  
 Name: Steve Passio  
 Title: President of Shipley Energy  
 Date: 3/17/16

Buyer: Exeter Township  
 Signature: [Signature]  
 Name: CAROL I. LEWIS  
 Title: FINANCE Manager  
 Date: 3/17/16

Sales Executive: Trent Landis  
 Phone: (717) 334-2705  
 Fax: (717) 854-9773  
 Email: tlandis@shipleyenergy.com



## Natural Gas Sales Agreement

### "Terms and Conditions"

- Definitions.** The following definitions shall apply in this agreement.
  - "Contracted Month"** is the from and to date as outlined in the local delivery company's meter read schedule.
  - "Contract Quantity"** means those daily or monthly volumes set forth in the Terms of Sale document contained in this agreement, stated in Mcf (1,000 cubic feet) or Dth.
  - "Interruptible Service"** means that Seller may be excused from delivering the Contract Quantity because of any interruption by a transportation entity, any other Buyer reason, or as otherwise agreed between parties.
  - "Local Distribution Company"** means the utility company that is responsible for delivering natural gas from the Delivery Point to the service address.
  - "Party"** means either the Buyer or Seller contained in this agreement.
  - "Primary Firm Service"** means a party may be excused from making or taking delivery of the Contract Quantity only for reasons of force majeure as defined in Section 11, below, or by order of the Local Distribution Company.
  - "Spot Price"** and/or **"Monthly Variable Price"** means the current market price at which natural gas can be bought or sold at a specified time and place.
  - "Terms of Sale"** means the written notice of the specific terms of a natural gas delivery transaction contained in this agreement, including the Delivery Term, Purchase Volume(s), Delivery Point, Delivery Pipeline, Purchase Price per unit, Nature of Transaction, and any Special Provisions applicable.
- Nature of Transaction.** Unless otherwise stated in the "Terms of Sale", Seller agrees to sell and deliver Primary Firm natural gas to the Delivery Point on behalf of Buyer for the length of this agreement unless Buyer fails to meet its payment obligations as set forth in Section 10, below.
- Delivery & Acceptance of Volumes.** Upon mutual agreement, evidenced by joint signature of the "Terms of Sale" document attached, Seller agrees, subject to the terms herein, to sell and arrange delivery of Purchase Volumes, and Buyer agrees to accept and pay for the Purchase Volumes of natural gas at the Contract Price as specified in the "Terms of Sale" document unless otherwise agreed. Service shall commence with the first available meter read date associated with the Purchase Volumes or such date thereafter as service is authorized by the Local Distribution Company.
- Quality & Measurement.** The quality of gas delivered by Seller will be sufficient to meet the specifications of the delivering pipeline at the Delivery Point. Measurement will be made by the delivering pipeline at the Delivery Point. Each Party is responsible for gas losses occurring while it is deemed to have title to the gas and for charges resulting in such losses.
- Title & Taxes.** Title to and liability for the Purchase Volumes will pass from Seller to Buyer at the Delivery Point. Seller will be responsible for and pay all taxes and charges levied on the Purchase Volumes prior to delivery to Buyer at the Delivery Point. Buyer will be responsible for and pay all taxes and charges levied on the Purchase Volumes at and after delivery at the Delivery Point, including but not limited to state sales tax. Control, possession and risk of loss of the gas and responsibilities for any loss, damage or injury occasioned thereby shall transfer at the Delivery Point, with each party to indemnify and hold the other harmless from third party claims of any nature attributable to such gas while it has control and possession.
- Pricing.** The Agreement Price shall include all production-related costs, taxes, and other fees, gathering and transportation costs associated with the gas prior to the Delivery Point. If an agreed upon price is not established or has expired, then pricing will default to Shibley's "Monthly Variable Price". Variable pricing is market driven, derived by current market conditions. Customer securing Basis pricing may request Seller to fix the Commodity price for any future month(s), for all or a portion of the base quantity; at the price NYMEX natural gas future contracts are being traded. Seller will accept and confirm Customer's request if the future month(s) and gas quantities requested by Customer are being actively traded at the price requested by the customer. The future natural gas price must be locked in four business days prior to the end of the month. If the price is not locked in four business days prior to end of month then the price will be based on the end of month settle. Buyer's current credit terms and limits apply. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, including the risk associated with a fixed price (mark to market loss) under this contract, Seller may require security sufficient to cover this risk and/or additional sales. Security may consist of, but is not limited to, a bond, letter of credit, cash, or other approved assets.
- Transportation.** Seller shall arrange for transportation of the gas to the Delivery Point(s) and Buyer shall arrange for transportation of the gas thereafter with their Local Distribution Company. The parties will work together to ensure that actual deliveries and receipts comply with the transporting pipeline's operational procedures.
- Allowable Variations in Delivery.** Should a variation in delivery be negotiated as part of any transaction, that variation shall be outlined in Terms of Sale and actual account volumes falling within said variation shall be billed at contract price.
- Excess Requirements & Failure to Accept.** Volumes in excess of the Contract Quantities set forth in Terms of Sale and allowable variation, if applicable will be available if requested by Buyer, subject to pipeline or Local Distribution Company limitations, if any, at the time of delivery. Excess volumes requested by the Buyer will be priced based on Spot pricing and any other applicable fees. Seller reserves the right to charge the Buyer for the amount by which the Contract Price exceeds the spot price for each unit of natural gas that the Buyer fails to accept, plus any penalties incurred by the seller.
- Payment, Late Charges & Suspension of Deliveries.** Buyer agrees to make payment to Shibley Choice LLC as invoiced by electronic funds transfer. Seller shall initiate electronic funds transfer on the fourteenth (14<sup>th</sup>) day following date of seller's invoice. Shibley may present invoices by mail, electronic mail, delivery service or facsimile transmission. Buyer understands that enrollment will not be processed and contract will not be fully executed unless appropriate electronic funds transfer information is provided.

A late charge of 1.5% per month will be levied on all overdue amounts. Seller may suspend future deliveries of natural gas if any Invoice is not paid by the due date.

Such discontinuance of service by Shibley does not relieve Buyer of its obligations under this agreement. Any payment returned to Seller for any reason will incur a \$50 special handling fee. Buyer agrees to direct any questions or billing disputes regarding Shibley's natural gas charges to Shibley Choice LLC for resolution. Any questions or billing disputes regarding changes imposed by the utility will be addressed to the utility's customer service department. Buyer understands that the utility will not terminate or interrupt the delivery of gas service because of any dispute Buyer has with Shibley Choice LLC. A \$100 per month administrative fee will be itemized on Shibley's invoice.

Customer Initial:



## Natural Gas Sales Agreement

### "Terms and Conditions"

11. **Force Majeure.** Seller agrees to sell and arrange delivery of the Purchase Volumes to Buyer at the Delivery Point except for reasons of Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean an event beyond the reasonable control of the nonperforming Party which prevents, in whole or in part, the performance of its obligations (other than payment obligations) hereunder and shall include, without limitation, act of God, fire, storm, flood, freeze, lightning, explosion, earthquake, labor dispute, action of a court, or other governmental authority or regulatory agency or an interruption of transportation by a transportation provider or the Local Distribution Company, which in each case, affects Seller, Buyer, a transportation provider or the Local Distribution Company, to the extent the nonperforming party cannot remedy such cause by the exercise of due diligence.
12. **Agency Agreement.** As a prerequisite to receiving natural gas supply from Seller, Buyer shall enter an agency agreement. This document will set forth the Local Distribution Company - required specifics of Buyer's facility as they relate to natural gas delivery. Buyer is solely responsible for reporting any changes or updates in its Agency Agreement to Seller immediately upon approval of such changes by the Local Distribution Company. Seller shall bear no liability for any unexpected costs, charges, or penalties that may arise due to Buyer's failure to notify Seller of such changes.
13. **Seller as Agent.** Buyer agrees to appoint Seller as its exclusive agent to (1) undertake any management, nomination, and scheduling duties relating to transportation with the Local Distribution Company from the Delivery Point(s) to the facility meter(s) in accordance with Buyer's Local Distribution Company's Gas Transportation Agreement and this agreement, and (2) communicate directly with the Local Distribution Company to balance accordingly the volumes designated in the "Terms of Sale." Seller's duty as agent shall not extend to, nor imply any legal responsibility for, losses, charges or penalties occurring due to inaccurate or outdated Buyer information on record with the Local Distribution Company, including but not limited to, Buyer's Gas Transportation Agreement.
14. **Variations in Requirements & Buyer's Duty to Notify.** The parties agree to work together to mitigate any transportation and imbalance problems that might occur under this agreement. Buyer shall notify Seller at least twenty-four (24) hours prior to any change in Buyer's gas requirements caused by a non-routine change in Buyer's activities, operations, or facilities, other than as a result of force majeure, which may cause a variance of Buyer's monthly requirement from Buyer's historical monthly requirement of at least four percent (4%) from those volumes listed on the "Terms of Sale".
15. **Metering Status.** Buyer's metering status with the Local Distribution Company shall be set forth in Terms of Sale of this agreement and verified by Buyer prior to the start of delivery. Buyer is solely responsible for notifying Seller of any change in meter status which occurs following the Term Start date listed in Terms of Sale, including but not limited to, installation of a new meter, removal of an existing meter, deactivation of an existing meter, or reactivation of an existing meter.
16. **Operational Flow Orders, Operational Matching Orders, and Interruptions.** During periods of peak demand, the Local Distribution Company and/or the interstate pipeline company(ies) serving the Local Distribution Company may elect to declare an Operational Flow Order (OFO), an Operational Matching Order (OMO), an Interruption, an Operational Alert and/or an Emergency Alert. In the event of such an order, Seller shall use its best efforts to adjust Buyer's daily nominations and, if necessary, obtain additional volumes at the current market pricing to assist Buyer in its compliance with the order. Volumes purchased above the Buyer's Average Daily Quantity or sold below the Buyer's Average Daily Quantity will be billed or credited, respectively, to Buyer at current market pricing. "Average Daily Quantity" shall equal the contracted volume in the month divided by the number of days in the month. Buyer shall provide Seller with access to meter reads and will notify Seller of factors that would cause any material deviations in usage. Seller shall use its best efforts to accurately deliver the volume necessary to meet Buyer's actual consumption, but shall have no duty to reimburse Buyer for any penalties and/or tariff gas charges which may arise in conjunction with the nomination.
17. **Regulatory or Local Distribution Company Requirements.** In the event of a mandated Regulatory or Local Distribution Company change or requirement that results in any direct increases to Seller's costs, Seller may pass through a ratably allocated portion of additional costs or fees associated with such change or requirement.
18. **Default.** In the event that Buyer defaults in the performance or payment of any obligation to Seller, Seller will have the right to collect from Buyer all costs, expenses, collection fees, losses, or damages incurred by Seller resulting from such default.
19. **Applicable Law.** This agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall exclude any conflicts of law principles that might require the application of the law of another jurisdiction. Except as otherwise provided herein, no party shall be liable to the other party with respect to actions or omissions related to this Agreement for any punitive, exemplary, or consequential damages, in tort, Agreement, or otherwise. Buyer agrees to notify Shibley at least 30 days in advance if Buyer plans to move or close their account with the Local Distribution Company. If this agreement cannot continue, Buyer is responsible for paying Shibley for any gas delivered to any out-going service address while Buyer still receives gas delivery at that address. Buyer must provide Seller with 30-day written notice if Buyer wishes to cancel the agreement or switch back to the Local Distribution Company for any reason. If the contract is not fulfilled for any reason, the remaining contract volumes may be subject to liquidation, at which point the Seller will liquidate the remaining volumes on the open market and Buyer will pay any corresponding liquidation charges.
20. **Assignment.** Neither party may assign this agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that either party may assign this agreement to a financially capable affiliate upon notice to the other, or in the event of a transfer of all or substantially all of a party's stock or assets in connection with a sale, merger, operation of law, or otherwise.
21. **Confidential Transaction.** Buyer and Seller agree that the terms of this agreement, including those set forth in Terms of Sale, are confidential in nature and agree not to disclose the terms of this agreement to any third party unless required for government reporting, court order, and/or gas transportation requirements.
22. **Severability.** Any provision, paragraph or part of this contract declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over Buyer or Seller, or deemed unlawful because of statutory change, will not otherwise affect the lawful obligations that arise under this agreement.
23. **Notices.** Notices relating to this agreement shall be deemed properly given when delivered personally, or transmitted by facsimile or email, or sent by mail to the addresses set forth herein.
24. **Third Party.** The provision of this agreement shall not impart rights enforceable by any person, firm or organization that is not a party, or bound as a party, to this agreement.
25. **Entire Agreement.** This agreement supersedes any prior agreements covering the same subject matter.
26. **Special Provisions.** Initiation of gas delivery by Seller is subject to Seller's credit approval of Buyer.

Customer Initial:



Natural Gas Sales Agreement

"Terms of Sale"

This agreement for the supply and management of natural gas is made by and between Shibley Choice LLC, as "Seller" and the undersigned customer as "Buyer" or "Customer" under the Terms of Sale below and Natural Gas Sales Agreement Terms and Conditions attached.

Seller: Shibley Choice LLC  
 413 Norway St.  
 P.O. Box 946  
 York, PA 17405  
 Phone: (800) 828-1849  
 Fax: (717) 854-9773

Buyer: Exeter Township  
 4975 Demoss Rd.  
 Reading, PA 19606  
 Phone: 610-401-0059  
 Fax:

DATE	TERM START	TERM END	CONTRACT TYPE	CONTRACT PRICE	
March 17, 2016	December 1, 2017	November 30, 2019	Fixed	\$3.17	per Dth
DELIVERY POINT	METER STATUS	PRIMARY DELIVERY POINT PIPELINE		ALLOWABLE VARIATION	
UGI City Gate	Daily Metered	As Required		Full Requirements	
CONTRACT & QUANTITY (Dth)					
Dec-17	807	Jan-18	1217	Feb-18	900
Mar-18	919	Apr-18	837	May-18	816
Jun-18	833	Jul-18	822	Aug-18	592
Sep-18	720	Oct-18	960	Nov-18	926
Dec-18	807	Jan-19	1217	Feb-19	900
Mar-19	919	Apr-19	837	May-19	816
Jun-19	833	Jul-19	822	Aug-19	592
Sep-19	720	Oct-19	960	Nov-19	926
Service Address		Utility Account Number		Shibley Account Number	
400 Hanover St, Birdsboro, PA 19508		722701028300		FBD 1122906 CP	

This document is part of the agreement between Buyer and Seller. Terms used in this document shall have the meanings ascribed to them in the Agreement.

Signature of this "Terms of Sale" document by the parties hereto confirms all of the provisions listed above. Please confirm that the terms stated herein accurately reflect the agreement between you and Shibley Choice LLC by signing and returning an executed copy of this document to Shibley Choice LLC by facsimile at (717) 854-9773.

Each Person signing this document by his/her signature acknowledges that he/she has the authority to bind the entity he/she represents and intends the entity to be legally bound by the provisions of this document.

Seller: Shibley Choice LLC  
 Signature: [Signature]  
 Name: Steve Passio  
 Title: President of Shibley Energy  
 Date: 3/17/16

Buyer: Exeter Township  
 Signature: [Signature]  
 Name: CAROL I. LEWISACK  
 Title: FINANCE MANAGER  
 Date: 3/17/16

Sales Executive: Trent Landis  
 Phone: (717) 334-2705  
 Fax: (717) 854-9773  
 Email: tlandis@shibleyenergy.com



## Natural Gas Sales Agreement

### "Terms and Conditions"

1. **Definitions.** The following definitions shall apply in this agreement.
  - "**Contracted Month**" is the from and to date as outlined in the local delivery company's meter read schedule.
  - "**Contract Quantity**" means those daily or monthly volumes set forth in the Terms of Sale document contained in this agreement, stated in Mcf (1,000 cubic feet) or Dth.
  - "**Interruptible Service**" means that Seller may be excused from delivering the Contract Quantity because of any interruption by a transportation entity, any other Buyer reason, or as otherwise agreed between parties.
  - "**Local Distribution Company**" means the utility company that is responsible for delivering natural gas from the Delivery Point to the service address.
  - "**Party**" means either the Buyer or Seller contained in this agreement.
  - "**Primary Firm Service**" means a party may be excused from making or taking delivery of the Contract Quantity only for reasons of force majeure as defined in Section 11, below, or by order of the Local Distribution Company.
  - "**Spot Price**" and/or "Monthly Variable Price" means the current market price at which natural gas can be bought or sold at a specified time and place.
  - "**Terms of Sale**" means the written notice of the specific terms of a natural gas delivery transaction contained in this agreement, including the Delivery Term, Purchase Volume(s), Delivery Point, Delivery Pipeline, Purchase Price per unit, Nature of Transaction, and any Special Provisions applicable.
2. **Nature of Transaction.** Unless otherwise stated in the "Terms of Sale", Seller agrees to sell and deliver Primary Firm natural gas to the Delivery Point on behalf of Buyer for the length of this agreement unless Buyer fails to meet its payment obligations as set forth in Section 10, below.
3. **Delivery & Acceptance of Volumes.** Upon mutual agreement, evidenced by joint signature of the "Terms of Sale" document attached, Seller agrees, subject to the terms herein, to sell and arrange delivery of Purchase Volumes, and Buyer agrees to accept and pay for the Purchase Volumes of natural gas at the Contract Price as specified in the "Terms of Sale" document unless otherwise agreed. Service shall commence with the first available meter read date associated with the Purchase Volumes or such date thereafter as service is authorized by the Local Distribution Company.
4. **Quality & Measurement.** The quality of gas delivered by Seller will be sufficient to meet the specifications of the delivering pipeline at the Delivery Point. Measurement will be made by the delivering pipeline at the Delivery Point. Each Party is responsible for gas losses occurring while it is deemed to have title to the gas and for charges resulting in such losses.
5. **Title & Taxes.** Title to and liability for the Purchase Volumes will pass from Seller to Buyer at the Delivery Point. Seller will be responsible for and pay all taxes and charges levied on the Purchase Volumes prior to delivery to Buyer at the Delivery Point. Buyer will be responsible for and pay all taxes and charges levied on the Purchase Volumes at and after delivery at the Delivery Point, including but not limited to state sales tax. Control, possession and risk of loss of the gas and responsibilities for any loss, damage or injury occasioned thereby shall transfer at the Delivery Point, with each party to indemnify and hold the other harmless from third party claims of any nature attributable to such gas while it has control and possession.
6. **Pricing.** The Agreement Price shall include all production-related costs, taxes, and other fees, gathering and transportation costs associated with the gas prior to the Delivery Point. If an agreed upon price is not established or has expired, then pricing will default to Shibley's "Monthly Variable Price". Variable pricing is market driven, derived by current market conditions. Customer securing Basis pricing may request Seller to fix the Commodity price for any future month(s), for all or a portion of the base quantity; at the price NYMEX natural gas future contracts are being traded. Seller will accept and confirm Customer's request if the future month(s) and gas quantities requested by Customer are being actively traded at the price requested by the customer. The future natural gas price must be locked in four business days prior to the end of the month. If the price is not locked in four business days prior to the end of the month then the price will be based on the end of month settle. Buyer's current credit terms and limits apply. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, including the risk associated with a fixed price (mark to market loss) under this contract, Seller may require security sufficient to cover this risk and/or additional sales. Security may consist of, but is not limited to, a bond, letter of credit, cash, or other approved assets.
7. **Transportation.** Seller shall arrange for transportation of the gas to the Delivery Point(s) and Buyer shall arrange for transportation of the gas thereafter with their Local Distribution Company. The parties will work together to ensure that actual deliveries and receipts comply with the transporting pipeline's operational procedures.
8. **Allowable Variations in Delivery.** Should a variation in delivery be negotiated as part of any transaction, that variation shall be outlined in Terms of Sale and actual account volumes falling within said variation shall be billed at contract price.
9. **Excess Requirements & Failure to Accept.** Volumes in excess of the Contract Quantities set forth in Terms of Sale and allowable variation, if applicable will be available if requested by Buyer, subject to pipeline or Local Distribution Company limitations, if any, at the time of delivery. Excess volumes requested by the Buyer will be priced based on Spot pricing and any other applicable fees. Seller reserves the right to charge the Buyer for the amount by which the Contract Price exceeds the spot price for each unit of natural gas that the Buyer fails to accept, plus any penalties incurred by the seller.
10. **Payment, Late Charges & Suspension of Deliveries.** Buyer agrees to make payment to Shibley Choice LLC as invoiced by electronic funds transfer. Seller shall initiate electronic funds transfer on the fourteenth (14<sup>th</sup>) day following date of seller's invoice. Shibley may present invoices by mail, electronic mail, delivery service or facsimile transmission. Buyer understands that enrollment will not be processed and contract will not be fully executed unless appropriate electronic funds transfer information is provided.

A late charge of 1.5% per month will be levied on all overdue amounts. Seller may suspend future deliveries of natural gas if any invoice is not paid by the due date.

Such discontinuance of service by Shibley does not relieve Buyer of its obligations under this agreement. Any payment returned to Seller for any reason will incur a \$50 special handling fee. Buyer agrees to direct any questions or billing disputes regarding Shibley's natural gas charges to Shibley Choice LLC for resolution. Any questions or billing disputes regarding changes imposed by the utility will be addressed to the utility's customer service department. Buyer understands that the utility will not terminate or Interrupt the delivery of gas service because of any dispute Buyer has with Shibley Choice LLC. A \$1.00 per month administrative fee will be itemized on Shibley's invoice.

Customer Initial:



## Natural Gas Sales Agreement

### "Terms and Conditions"

11. **Force Majeure.** Seller agrees to sell and arrange delivery of the Purchase Volumes to Buyer at the Delivery Point except for reasons of Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean an event beyond the reasonable control of the nonperforming Party which prevents, in whole or in part, the performance of its obligations (other than payment obligations) hereunder and shall include, without limitation, act of God, fire, storm, flood, freeze, lightning, explosion, earthquake, labor dispute, action of a court, or other governmental authority or regulatory agency or an interruption of transportation by a transportation provider or the Local Distribution Company, which in each case, affects Seller, Buyer, a transportation provider or the Local Distribution Company, to the extent the nonperforming party cannot remedy such cause by the exercise of due diligence.
12. **Agency Agreement.** As a prerequisite to receiving natural gas supply from Seller, Buyer shall enter an agency agreement. This document will set forth the Local Distribution Company - required specifics of Buyer's facility as they relate to natural gas delivery. Buyer is solely responsible for reporting any changes or updates in its Agency Agreement to Seller immediately upon approval of such changes by the Local Distribution Company. Seller shall bear no liability for any unexpected costs, charges, or penalties that may arise due to Buyer's failure to notify Seller of such changes.
13. **Seller as Agent.** Buyer agrees to appoint Seller as its exclusive agent to (1) undertake any management, nomination, and scheduling duties relating to transportation with the Local Distribution Company from the Delivery Point(s) to the facility meter(s) in accordance with Buyer's Local Distribution Company's Gas Transportation Agreement and this agreement, and (2) communicate directly with the Local Distribution Company to balance accordingly the volumes designated in the "Terms of Sale." Seller's duty as agent shall not extend to, nor imply any legal responsibility for, losses, charges or penalties occurring due to inaccurate or outdated Buyer information on record with the Local Distribution Company, including but not limited to, Buyer's Gas Transportation Agreement.
14. **Variations in Requirements & Buyer's Duty to Notify.** The parties agree to work together to mitigate any transportation and imbalance problems that might occur under this agreement. Buyer shall notify Seller at least twenty-four (24) hours prior to any change in Buyer's gas requirements caused by a non-routine change in Buyer's activities, operations, or facilities, other than as a result of force majeure, which may cause a variance of Buyer's monthly requirement from Buyer's historical monthly requirement of at least four percent (4%) from those volumes listed on the "Terms of Sale".
15. **Metering Status.** Buyer's metering status with the Local Distribution Company shall be set forth in Terms of Sale of this agreement and verified by Buyer prior to the start of delivery. Buyer is solely responsible for notifying Seller of any change in meter status which occurs following the Term Start date listed in Terms of Sale, including but not limited to, installation of a new meter, removal of an existing meter, deactivation of an existing meter, or reactivation of an existing meter.
16. **Operational Flow Orders, Operational Matching Orders, and Interruptions.** During periods of peak demand, the Local Distribution Company and/or the interstate pipeline company(ies) serving the Local Distribution Company may elect to declare an Operational Flow Order (OFO), an Operational Matching Order (OMO), an Interruption, an Operational Alert and/or an Emergency Alert. In the event of such an order, Seller shall use its best efforts to adjust Buyer's daily nominations and, if necessary, obtain additional volumes at the current market pricing to assist Buyer in its compliance with the order. Volumes purchased above the Buyer's Average Daily Quantity or sold below the Buyer's Average Daily Quantity will be billed or credited, respectively, to Buyer at current market pricing. "Average Daily Quantity" shall equal the contracted volume in the month divided by the number of days in the month. Buyer shall provide Seller with access to meter reads and will notify Seller of factors that would cause any material deviations in usage. Seller shall use its best efforts to accurately deliver the volume necessary to meet Buyer's actual consumption, but shall have no duty to reimburse Buyer for any penalties and/or tariff gas charges which may arise in conjunction with the nomination.
17. **Regulatory or Local Distribution Company Requirements.** In the event of a mandated Regulatory or Local Distribution Company change or requirement that results in any direct increases to Seller's costs, Seller may pass through a ratably allocated portion of additional costs or fees associated with such change or requirement.
18. **Default.** In the event that Buyer defaults in the performance or payment of any obligation to Seller, Seller will have the right to collect from Buyer all costs, expenses, collection fees, losses, or damages incurred by Seller resulting from such default.
19. **Applicable Law.** This agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall exclude any conflicts of law principles that might require the application of the law of another jurisdiction. Except as otherwise provided herein, no party shall be liable to the other party with respect to actions or omissions related to this Agreement for any punitive, exemplary, or consequential damages, in tort, Agreement, or otherwise. Buyer agrees to notify Shipley at least 30 days in advance if Buyer plans to move or close their account with the Local Distribution Company. If this agreement cannot continue, Buyer is responsible for paying Shipley for any gas delivered to any out-going service address while Buyer still receives gas delivery at that address. Buyer must provide Seller with 30-day written notice if Buyer wishes to cancel the agreement or switch back to the Local Distribution Company for any reason. If the contract is not fulfilled for any reason, the remaining contract volumes may be subject to liquidation, at which point the Seller will liquidate the remaining volumes on the open market and Buyer will pay any corresponding liquidation charges.
20. **Assignment.** Neither party may assign this agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that either party may assign this agreement to a financially capable affiliate upon notice to the other, or in the event of a transfer of all or substantially all of a party's stock or assets in connection with a sale, merger, operation of law, or otherwise.
21. **Confidential Transaction.** Buyer and Seller agree that the terms of this agreement, including those set forth in Terms of Sale, are confidential in nature and agree not to disclose the terms of this agreement to any third party unless required for government reporting, court order, and/or gas transportation requirements.
22. **Severability.** Any provision, paragraph or part of this contract declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over Buyer or Seller, or deemed unlawful because of statutory change, will not otherwise affect the lawful obligations that arise under this agreement.
23. **Notices.** Notices relating to this agreement shall be deemed properly given when delivered personally, or transmitted by facsimile or email, or sent by mail to the addresses set forth herein.
24. **Third Party.** The provision of this agreement shall not impart rights enforceable by any person, firm or organization that is not a party, or bound as a party, to this agreement.
25. **Entire Agreement.** This agreement supersedes any prior agreements covering the same subject matter.
26. **Special Provisions.** Initiation of gas delivery by Seller is subject to Seller's credit approval of Buyer.

Customer Initial:     *RLH*