

EXHIBIT F4

AMERICAN ARBITRATION ASSOCIATION
FAST TRACK ARBITRATION

GREENVILLE SANITARY AUTHORITY,
Claimant

v.

Case No 55-192E-00373-10

WEST SALEM TOWNSHIP MUNICIPAL
SEWAGE AUTHORITY,
Respondent

CONSENT AGREEMENT

And now come the parties and set forth their Agreement:

- 1) A dispute has arisen concerning the maintenance of 4" collection sewer lines constructed by the West Salem Township Municipal Sewage Authority (WSTMSA) and the interpretation of Section 3.3 of the Inter Municipal Sewage Agreement dated October 28, 1998, as from time to time amended;
- 2) WSTMSA maintains it has constructed, as part of its public system, approximately 8,092.5 feet of 4" gravity collection sewer lines so as to access customers not otherwise serviceable within the constraints of the Second Class Township Code, which requires that a public service line both adjoin the customers property and be within 150' of the structure to be served (53 P.S. 67502); the Greenville Sanitary Authority (GSA) maintains that these 4" collection sewer lines are in actuality service lines and that, pursuant to the Municipal Authorities Act (53 PaCSA 5607(17)), it may adopt reasonable rules and regulations requiring WSTMSA customers to maintain these 4" collection sewer lines.
- 3) The parties henceforth agree that construction of private service lines (as defined in 53 PaCSA 5607(24)(VII)) from an existing structure to the public system is the responsibility of the individual property owners and is the only portion of the West Salem Township sewage system that is not the subject of Section 3.3 operation, maintenance and replacement obligations of the Greenville Sanitary Authority (GSA);

- 4) From and after the date of these presents, WSTMSA (acting through itself or its customers) will henceforth assume responsibility for the routine cleaning of the 4" gravity collection sewer lines, and for correcting clogs, back ups, or malfunctions resulting from non-structural reasons;
- 5) From and after the date of these presents, GSA will henceforth have the responsibility for the replacement of the 4" gravity collection sewer lines constructed by WSTMSA whenever, because of structural issues, a collection sewer line clogs, backs up, or otherwise malfunctions; structural issue shall be defined as any issue that requires excavation and replacement of a portion of the collection sewer line in order to correct the problem at hand; provided, however, the GSA reserves the right to seek reimbursement from any individual responsible for damage to a collection sewer line as a result of human error; GSA will continue to have no responsibility with regard to the private service lines constructed by individual property owners; the initial burden of showing a structural issue as a cause of the problem shall be on WSTMSA (acting through itself or its customers) to bring forth some objective evidence, other than the existence of a single clog, back up, or malfunction; GSA will then bear the burden of investigating the cause and, if determined to be structural, replace the defective line and reimburse WSTMSA (acting through itself or its customers) all costs incurred in meeting their initial burden; in the event the parties do not agree on the issue of a structural problem either may then seek a resolution by arbitration with all costs and attorney's fees incurred by the prevailing party to be part of the final award;
- 6) WSTMSA will pay over to GSA within 10 days of the final approval of this Agreement the sum of \$58,804.80, the total amount it has withheld in protest, less \$125.00 paid by it to McGranahan Plumbing for the cleanout of a 4" collection gravity sewer line serving the Scibetti property in West Salem Township, this expense having been incurred prior to the agreement herein stated;
- 7) The parties hereto agree this Consent Agreement shall be deemed an amendment to the Inter Municipal Agreement of October 28, 1998.

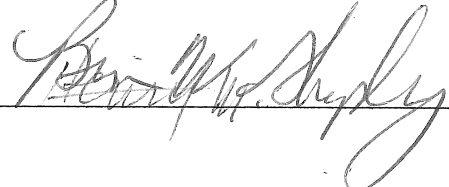
Agreed to this 16th day of JUNE, 2011 with the intent that this shall be entered as a final Order by the Arbitrator at Case #55-192E-00373-10 and be adopted to serve as an amendment to the Inter Municipal Agreement of October 28, 1998.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials duly authorized by proper corporate resolutions, as reference to the minutes of the meetings of said parties shall disclose, each intending to be legally bound hereby.

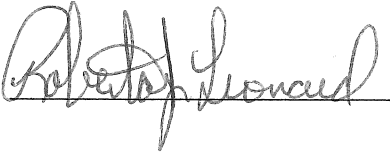
ATTEST:



BOROUGH OF GREENVILLE

By 

GREENVILLE SANITARY AUTHORITY



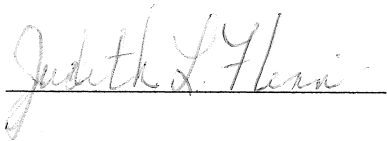
By 

TOWNSHIP OF WEST SALEM



By 

WEST SALEM TOWNSHIP MUNICIPAL
SEWAGE AUTHORITY



By 