

EXHIBIT F5

INTER MUNICIPAL SEWAGE AGREEMENT

MADE AND ENTERED INTO THIS 21ST DAY OF DECEMBER, 2006, by,
between and among:

GREENVILLE SANITARY AUTHORITY, a municipal authority of Mercer County, Pennsylvania, incorporated under the Municipality Authorities Act of 1945, as amended, hereinafter referred to as "Borough Authority", party of the first part; and,

BOROUGH OF GREENVILLE, a municipal corporation of Mercer County, Pennsylvania, hereinafter referred to as "Borough", party of the second part; and,

HEMPFIELD TOWNSHIP MUNICIPAL AUTHORITY, a municipal authority of Mercer County, Pennsylvania, incorporated under the Municipality Authorities Act of 1945, as amended, hereinafter referred to as "Township Authority", party of the third part; and,

TOWNSHIP OF HEMPFIELD, a second class township of Mercer County, Pennsylvania, hereinafter referred to as "Township", party of the fourth part.

WITNESSETH:

WHEREAS, the Borough Authority was incorporated in accordance with the Municipality Authorities Act of 1945 by the Borough, for the purpose of financing, constructing and owning a sanitary sewerage system, including works for the treatment and disposal of acceptable sewage and industrial waste for the Borough, and the Borough Authority, pursuant to plans of its consulting engineers, has completed the same and has entered into an agreement of lease, dated January 1, 1984, leasing said system back to the Borough, which is presently operating the same; and,

WHEREAS, said sanitary sewerage system as defined and completed by the Borough Authority, currently has adequate capacity to accommodate not only the sanitary sewage generating within the Borough, but also for the present customers of the Township Authority and to the extent of the total present capacity of the treatment plant for future customers of the Township Authority and customers of other municipalities or municipal authorities as shall request such service from the Borough Authority; and,

WHEREAS, the Township has incorporated the Township Authority to construct collecting sanitary sewers for portions of the Township adjacent to the Borough, and said Township Authority has constructed collecting sewers in areas contiguous to the Borough which connect into the existing Borough system; and,

WHEREAS, the prior agreement between and among the same parties hereto dated March 5, 1963, expired on March 4, 2003; and,

WHEREAS, it is the purpose of the parties to this agreement to provide for the Borough's continued acceptance of the sewage for those portions for the Township currently being served by the existing collection system of the Township Authority and to the extent of available shared capacity, future extensions thereof by the Township Authority, Borough Authority, and other municipalities served by the treatment plant of the Borough Authority.

NOW THEREFORE, in consideration of the mutual covenants herein contained, to be fully kept and performed by the respective parties hereto, their successors and assigns, it is agreed by, between and among the parties as follows:

ARTICLE I Definitions

The terms defined in this Article I shall, for all purposes of this agreement, have the meanings herein specified, unless the context clearly otherwise requires:

Acceptable Industrial Wastes: The term "acceptable industrial wastes" shall include all wastes discharged by any industrial, commercial or other user except such wastes as are now or may hereafter be designated as unacceptable in Ordinance No. 736 of the Council of the Borough of Greenville, duly enacted and approved on January 24, 1958, or as subsequently amended or reenacted.

Agreement of Lease: The term "agreement of lease" shall mean that certain lease dated as of January 1, 1984, of the Borough Authority Sanitary Sewerage System from the Borough Authority, as lessor, to the Borough, as lessee, as may from time to time be supplemented by any agreements of lease supplemental thereto.

Domestic Sewage: The term "domestic sewage" shall include sanitary wastes discharged by any domestic user, including sanitary wastes discharged by churches, clubs, hotels, motels, schools, hospitals, municipal and other public buildings, and other institutional users, but shall not include such wastes as are now or hereafter designated as unacceptable by Ordinances of the Council of the Borough of Greenville duly enacted and approved or as subsequently adopted, amended, or reenacted, which Ordinances are effective throughout the

territorial limits of Greenville Borough upon the same classes of users described in this definition.

Domestic User: The term “domestic user” shall mean each dwelling unit of an apartment house, each dwelling unit of a duplex or multiple dwelling, each dwelling unit of a trailer park, each part of a combined business and residence building used for resident purposes, or any other accommodation used as a separate or individual dwelling unit, which shall be defined as any room, group of rooms, or other enclosure occupied or intended for occupancy by a family or other group of persons living together, or by persons living alone.

Billing and Collecting Expense: The term “billing and collecting” expense shall mean the amount charged per customer by the Municipal Authority of the Borough of Greenville to the Borough for billing and collecting for sewer service charges.

Public Accountant: The term “public accountant” shall mean a person, firm or corporation which is engaged in the accounting profession and is a Certified Public Accountant under the laws of the Commonwealth of Pennsylvania.

Surcharge for Industrial Wastes: The term “surcharge for industrial wastes” shall mean that charge to a customer that is made in addition to the ordinary and usual charge for the same class of service, said charge being imposed on the basis of excessive strength of sewage or acceptable industrial wastes discharged by each customer.

ARTICLE II

Explanation of Covenants of Parties

It is understood and agreed between the parties that, as set forth above, Borough Authority is the owner of the existing sanitary sewers and treatment plant and has leased the same to the Borough for operation. It is further understood that the Township Authority has constructed collecting sewers within the Township, and as owner thereof contemplates operating said sewers within the Township. For the purpose of simplification and clarification, the respective rights and duties under this agreement of the Borough and the Borough Authority shall be collectively referred to hereafter as the Borough’s covenants, obligations, rights and duties, and the respective rights and obligations of the Township and the Township Authority

shall also be collectively referred to hereafter as the Township's covenants, obligations, rights and duties. It is further understood and agreed that said terminology hereinafter used shall not alter the responsibility or rights between either Municipality or its Authority, and it is the expressed intent of the parties by this agreement to provide for the continuity of the covenants herein contained, irrespective of whether either Municipality or its Authority, by supplemental agreements between them, provide for a different arrangement as between themselves.

ARTICLE III

Provisions for Connections

(a) The Borough agrees to accept for treatment and the Township agrees to deliver for treatment, as hereinafter provided, any and all domestic sewage and acceptable industrial waste generated within the contiguous areas of the Township encompassed by its presently existing sewer collection system and, in addition, with the consent of the Borough first had and obtained by the Township, any extensions of the Township's collecting sewers into other areas of the Township. Any such extensions shall be subject to the same provisions of this agreement relating to the original construction by the Township of its existing collection system and as provided in subparagraph (h) of this Article III. Consent to requested extensions may not be unreasonably withheld.

(b) Upon connections being made by the Township to the Borough sewerage system, no sewage served by such connection shall thereafter be diverted therefrom unless mutually agreed upon in writing between the parties thereto. Notwithstanding the aforesaid covenant, the Township reserves the right to subsequently establish treatment plants as may be necessary for the efficient and economic treatment of sewage emanating in the Township which, by standards of good and acceptable engineering practice, cannot be delivered to the Borough's treatment plant for disposal.

(c) The Township, at its own expense, has made proper connections with the sewerage system of the Borough at locations indicated in the Township's consulting engineer's report of January, 1960, with the approval of the Borough engineers. Future connections, if any such be requested and required by the Township, shall be at such locations as shall be approved by the Borough and shall be constructed at the sole expense of the Township.

(d) The Township shall obtain its own rights-of-way and permits necessary for sewers that in future may extend within the Borough limits in order to effect such connections and will assume the Borough's inspection cost of the same for any such construction work within the Borough. If necessary, the Borough agrees to execute any documents necessary to acquire said permits, agrees to grant all required easements and rights-of-way in streets, roads and alleys within the Borough, and agrees to institute and complete eminent domain proceedings pursuant to law to acquire private easements, if necessary, as the law may allow, if the same cannot otherwise be acquired by the township, all at the cost of the Township.

(e) Actual connections as herein provided for shall not be made until all foreign substances that may have entered during construction have been cleared from the Township's system.

(f) The Township covenants that any sewers constructed by it shall be in accordance with the requirements herein contained and that the Borough shall have the right at all times to inspect and test the same, but such inspection and testing shall be at the expense of the Borough. The Township agrees to furnish the Borough with certified copies of tests made for infiltration or exfiltration for all sewers presently constructed or in the future to be constructed by the Township.

(g) Notwithstanding any of the provisions herein contained, the Township agrees that it will repair and improve at its own expense, any connections or any portion of any sewer, that for any reason is not adequate and found acceptable by the Borough engineers at any time during this existence of this service agreement. Any dispute as to the necessity for such repairs or improvements shall be subject to arbitration in accord with the provisions of Article V(b) hereof.

(h) Township agrees to design and construct any additions to the Township's sewer system in accordance with good engineering practice, and to this end agrees to the review and approval thereof by the Borough's engineers. Any questions concerning good engineering practice not otherwise resolved shall be arbitrated by the selection of a third engineer agreeable to both the Township's consulting engineers, and the Borough's consulting engineer, whose decision shall be binding upon the parties to this agreement. The costs of such arbitration should be paid equally by the parties to resolve the question involved.

(i) Each of the parties to this agreement agrees to indemnify and save harmless each other party against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this agreement due to the negligence of any said party, its servants, agents or employees, or resulting from the failure of the treatment plant to function properly from any cause due to the negligence of any party, its servants, agents or employees.

(j) The Township shall be responsible at all times to see to it that only acceptable domestic sewage and industrial wastes shall be allowed to enter that portion of the Township's sewerage system serviced by the Borough's treatment plant. To accomplish this purpose, the Township agrees to adopt ordinances and resolutions comparable to ordinances and resolutions adopted by the Borough for these purposes and as may be acceptable to the solicitors and engineers of all parties, and to prosecute faithfully any offenders under the same to insure compliance therewith.

(k) The Township covenants to enact and keep in effect and to enforce, a schedule of sewer rental rates or other charges sufficient to enable the Township to make payments to the Borough as required by this agreement. Such rates shall provide a surcharge for acceptable industrial waste in an amount which, when applied to any given customer, will yield the amount of revenue not less than that which would be produced by application of the Borough's surcharge rates as set forth and defined in Borough Ordinance No. 736 enacted January 24, 1958, as amended.

(l) The Township shall provide the bookkeeping, accounting, and billing and collecting service to Township customers.

The Township shall quarterly on or before the last day of the month following the preceding calendar quarter, certify to the Borough the number of Township domestic users and the number, type and description of Township commercial and industrial users in said quarter, serviced by the Borough's treatment plant.

(m) Prior to Township customers connecting to the Township collecting sewerage system, written notice thereof and copies of all permits issued shall be given to the Borough, and in the case of industrial or commercial users, specific information as to the type of sewage or waste to be injected into the disposal system and the rates to be charged therefore, including surcharge, if any, shall be furnished by the Township to the Borough.

(n) The Township Authority and/or Township further agree that if at some future time a substantial number of Township residential and/or commercial customers are served by a metered water supply, and it becomes economically feasible for the Township to base its charge for customers on the amount of water consumed, it will, at the request of the Borough, change its flat rate method of calculating payment to the Borough for those Township customers with a metered water supply to payment based on the amount of water consumed.

ARTICLE IV

Rates

(a) The Township covenants and agrees to pay to the Borough for the use of the Borough's sewage disposal service, as herein provided for, rates the same as those charged by the Borough to its own residents and industries within the Borough, which rates may from time to time fluctuate. Current rates shall be as shown on Exhibit "A" hereto. To provide only for the costs of billing and administrative expenses related to billing and for maintenance and necessary repairs to its sewage collection system, the Township Authority shall withhold twenty-five percent (25%) of the sewer service charges paid by the customers of the Township Authority or Township.

(b) Said rates or charges shall be paid quarterly by the Township and shall be due and owing on or before the last day of the month following the preceding calendar quarter.

(c) The Borough shall have the sole and absolute right and authority to establish the rates that shall be charged to its own residents and industries, which rates shall be applicable to Township users as herein provided. However, in the event that the Township shall give a written protest notice to the Borough within ten (10) days from the date that a written notice of a proposed rate change (increase or decrease) shall be posted by U.S. Mail to the Hempfield Township Municipal Authority by the Borough, then and in that event, the respective Chairman of the Township Authority and Borough Authority shall meet within ten (10) days from the date of the written protest and attempt to resolve the disagreement. Any mutually acceptable agreement of said Chairmen, with the approval of a majority of the membership of their respective Boards, shall be binding upon the Township and Borough. In the absence of any such agreement, the arbitration provisions of Article V (b) shall be implemented by the parties hereto

to resolve the dispute. It is agreed that the service rates charged by the Borough Authority and Borough to municipal authorities or municipalities other than Hempfield Township, shall never be less than, but may be greater than, those service rates charged to the residents of Hempfield Township. However, the Borough Authority and Borough reserve the right to charge a special higher or lower rate to an individual industrial customer.

(d) In the event that the Borough, at some future time, by reason of paying its operating costs from general tax funds or for other reasons, ceases to charge its customers within the Borough any sewer rental, the rates thereafter to be charged the Township for its customers, shall be renegotiated between the parties.

ARTICLE V

Miscellaneous

(a) Following the execution of this agreement, it is agreed between and among all parties that proper representatives of each party shall be notified of all meetings of other parties and permitted to attend the same, and each party's records and information of every nature pertaining to matters encompassed within this agreement generally, shall be available for the reasonable inspection of every other party.

(b) In the event of any dispute between the parties to this agreement arising out of the interpretation of this agreement or any matters herein set forth or pertaining to the same, and inability of the parties to amicably adjust the same, except any matter pertaining to the establishing of the rates, then any such dispute shall be settled by arbitration in accordance with the provisions of the Act of April 25, 1927, P.L. 381, as amended, and in such case three arbitrators shall be appointed, one by the Borough, one by the Township, and the third by the two so selected, and the decision of the majority thereof shall be binding and conclusive upon the parties. In the event that the dispute involves sewer rates or engineering matters, the arbitrators to be appointed shall be registered engineers with experience or expertise in that sewer rate subject matter. Upon the refusal of either party to appoint an arbitrator upon ten (10) days written notice to do so, the other party may apply to the Court of Common Pleas of Mercer County, Pennsylvania for the appointment of a second arbitrator, and the person so appointed shall for all purposes be deemed to be the arbitrator appointed by such other party; in the event the two arbitrators appointed by the parties or by the Court, as the case may be, shall fail to effect the appointment of a third

arbitrator within two weeks following the appointment of the second arbitrator, either party to this agreement may likewise apply to said Court for the appointment of said third arbitrator. The arbitrators' decision shall be rendered in writing within forty-five (45) days from the appointment of the last arbitrator, and the cost of any such arbitration shall be equally borne by the parties hereto.

(c) Township covenants that payments required under this agreement shall be made when due and owing and that interest shall be charged and paid at the rate of six (6%) percent per annum on the amount of any default, after said due date, until such payment is made. Borough agrees that the service provided for in this agreement shall not be interrupted for any reason, whether Township defaults in payment or otherwise, but that the furnishing of service following any default shall not bar any action in law or equity.

(d) This agreement shall remain in effect for an indefinite period of time in the future. However, upon written notice given no less than thirty (30) days prior to the end of the calendar year, either party may request a meeting for the purpose of renegotiating this agreement. In the event a meeting is requested, said notice shall specify the subject matter to be discussed and the terms to be renegotiated. Provided proper notice has been given, the other party shall attend said meeting.

This agreement may be terminated only by the mutual concurrence of all parties hereto, or by the Borough Authority and Borough if the Township Authority or Township shall violate or fail to perform any of the duties required by the terms hereof, or by the Township Authority and Township if the Borough Authority or Borough shall violate or fail to perform any of the duties required by the terms hereof.

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.

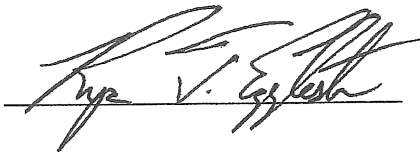
ATTEST:



GREENVILLE SANITARY AUTHORITY

By *J. Jeweller* (SEAL)

ATTEST:



BOROUGH OF GREENVILLE

By *Pete Longo* (SEAL)

ATTEST:



HEMPFIELD TOWNSHIP MUNICIPAL AUTHORITY, MERCER COUNTY

By *Kevin R. Hittle* (SEAL)

ATTEST:



TOWNSHIP OF HEMPFIELD

By *Mary E. Hittle* (SEAL)

EXHIBIT "A"

**INTER MUNICIPAL SEWAGE AGREEMENT
GREENVILLE BOROUGH AND HEMPFIELD TOWNSHIP**

A. Residential Customer	\$67.50 per unit
Residential Trailers on lots, but not in trailer courts	\$67.50 each unit
Residential Trailers in trailer courts	\$54.00 each unit
B. Commercial	
Motels	\$15.00 per unit
Garage or service station w/o wash rack	\$69.86 per unit
Garage or service station with wash rack	\$103.95 per unit
Churches	\$69.86 per unit
Nursing Homes	\$22.50 per bed

County Club	\$5.96 per place
Taverns, restaurants	\$3.79 per place
Office, stores (0 - 10 employees)	\$51.98 each
(Over 10 employees, an additional \$5.20 for each additional employee)	
Car Washes	\$33.75 per stall
Laundromats	\$33.75 per washer
Bowling Alleys	\$16.88 per lane
Beauty Shops	\$34.69 per customer
Skating Rink	\$279.45 per unit
All other commercial uses	\$69.86 each

C. Industrial

Per employee, as determined on the last day of
the Preceding quarter \$11.10 per employee