AGREEMENT FOR CONSTRUCTION AND OPERATION OF COMMUNITY SEWAGE AND WATER FACILITIES

THIS AGREEMENT is made this 16TH day of April, 2024, by **UPPER MOUNT BETHEL TOWNSHIP MUNICIPAL AUTHORITY** ("**Authority**"), a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal office for the conduct of business at 387 Ye Olde Highway, Mount Bethel, Northampton County, Pennsylvania 18343; **RIVER POINTE LOGISTICS CENTER, LLC** ("**River Pointe**"), a Delaware limited liability company, with offices for the conduct of business at 559 Main Street, Suite 300, Bethlehem, Northampton County, Pennsylvania 18018; **RPL EAST, LLC** ("**RPL East**"), a Delaware limited liability company, with offices for the conduct of business at 559 Main Street, Suite 300, Bethlehem, Northampton County, Pennsylvania 18018; and **NEW DEMI ROAD, LLC,** ("**New Demi**"), a Delaware limited liability company, with offices for the conduct of business at 559 Main Street, Suite 300, Bethlehem, Northampton County, Pennsylvania 18018.

(River Pointe, RPL East, and New Demi are sometimes hereinafter collectively referred to as the "**Developers**") (Authority, River Pointe, RPL East, and New Demi are sometimes hereinafter collectively referred to as the "**Parties**").

BACKGROUND

1. River Pointe is the owner of parcels of land which contain approximately 800 acres, located adjacent to the west side of River Road ("**RPL Property**") in Upper Mount Bethel Township, Northampton County, Pennsylvania ("**Township**"). Approximately 663 acres of the RPL Property are located in the Township's I-2 Industrial Zoning District ("**I-2 District**").

2. New Demi is the owner of a 60.84-acre parcel of land located adjacent to the western end of Demi Road in the Township ("**New Demi Property**"). The New Demi Property is located adjacent to the RPL Property and is also located in the I-2 District.

3. Bangor Area Commercial and Industrial Authority ("**BACIDA**") is the legal owner of an approximately 162-acre parcel of land ("**RPL East Property**") located in the Township between the east side of River Road and the Delaware River. The RPL East Property is located in the Township's I-3 Industrial Zoning District ("**I-3 District**"). A large, obsolete coal-fired electric generation plant is located on portions of the RPL East Property ("**Generation Plant**"). Portions of the Generation Plant and the land on which it is located are contaminated ("**Contamination**").

4. On August 3, 2021, BACIDA and RPL East entered into a Development Agreement ("**Development Agreement**"). The Development Agreement provides that: (a) BACIDA will acquire title to the RPL East Property,

(b) BACIDA will hold title to the RPL East Property until the Contamination on the RPL East Property is remediated under the Pennsylvania Land Recycling and Remediation Standards Act of 1995 ("**Act 2**"), (c) BACIDA will convey the RPL East Property to RPL East when the Remediation is complete, and (d) RPL East will provide the funds necessary to BACIDA to acquire, hold, and remediate the RPL East Property in accordance with Act 2.

5. The Developers intend to develop a "Planned Industrial Park" or "Planned Industrial Parks" on the RPL Property, the New Demi Property, and the RPL East Property. Attached hereto as **Exhibit "A"** is the "Master Site Sketch Plan" for the River Point Logistics Center, prepared by Dynamic Engineering Consultants, PC ("**Master Plan**"), which depicts the approved preliminary subdivision plan for the "Planned Industrial Park(s)" on the RPL Property and the New Demi Property. Attached hereto as **Exhibit "B"** is Plan for the development of the RPL East Property which depicts the current development l plan for the "Planned Industrial Park" to be developed on the RPL East Property.

6. The Authority has been established to own and operate a community sewage system and a community water system (hereinafter sometimes referred to as "**Water Facilities**"), as defined hereinafter in this Agreement.

7. In order to provide sanitary sewage collection, treatment, and disposal service to the Planned Industrial Parks, Developers plan to construct or install (a) a

new waste water treatment plant ("**Treatment Plant**") located on an easement on Lot 7, near the southern boundary of the Planned Industrial Park ("**Treatment Plant Easement Area**"), which is designated as the "Waste Water Treatment Plant" on the Master Plan, (b) a sewage pump station to be located on an easement adjacent to River Point Drive and Lot 1 ("**Pump Station Easement Area**") as depicted on the Master Plan ("**Pump Station**"), (c) sewage conveyance lines to (i) collect and convey sewage from the buildings to be located in the Industrial Parks to either the Pump Station or the Treatment Plan, and (ii) to convey sewage from the Pump Station to the Treatment Plant, ("**Sewage Conveyance Lines**"), and (d) sewage conveyance lines to convey treated effluent ("**Treated Effluent Lines**") from the Treatment Plant to effluent disposal areas located on (i) the R-1 zoned portion of the RPL Property adjacent to the Treatment Plant as depicted on the Master Plan, and (ii) the R-1 zoned portion of the RPL Property located adjacent to the southwestern corner of the RPL Property as depicted on the Master Plan ("**Developer Disposal Fields**"), and (iii) such other parcels of land that the Developers or the Authority acquire in the future for the disposal of treated effluent by drip irrigation ("**Future Disposal Fields**") (the Developer Disposal Fields and Future Disposal Fields are hereinafter collectively referred to as the "**Disposal Fields**") (the location of the Developer Disposal Fields and Future Disposal Fields are hereinafter collectively referred to as the "**Disposal Field Areas**"). (The

Treatment Plant, Pump Station, Sewage Conveyance Lines, Treated Effluent Lines and Developer Disposal Fields are hereinafter collectively referred to as the "**Developers Sewer Improvements**").

8. The construction of the Treatment Plant will be phased. Initially the Treatment Plant will contain two (2) modular sequential batch reactors ("**SBR**"), each capable of treating 100,000 gallons of sewage per day for a total of 200,000 gallons of sewage per day("**Initial Treatment Capacity**"). However, initial Planning Approval from the Pennsylvania Department of Environmental Protection ("**PADEP**") will be limited to approval to treat 101,640 gallons of sewage per day ("**GPDS**") ("**Approved Treatment Capacity**) The Approved Treatment Capacity shall be allocated by the Authority to the buildings to be constructed on the lots depicted on the Master Plan ("**Initial Developers Treatment Capacity**"). At such time as the Authority or the Township acquires or contributes to the Authority Future Disposal Field(s) the Authority will apply for and obtain the necessary DEP , DRBC, and other regulatory approvals to increase the disposal capacity of the said Future Disposal Capacity (but not to exceed 200,000 GPDS) and such additional treatment and disposal capacity shall be allocated by the Authority to properties located in the Township not owned by the Developers.

9. As demand for sewage treatment capacity from the Planned Industrial Parks or properties located in the Township not owned by the Developers

("**Township Properties**") increases, and the Authority or the Township acquires or contributes to the Authority Future Disposal Capacity the capacity of the Treatment Plant can be increased to 400,000 GPDS ("**Treatment Capacity**") by the Developers by the addition of two (2) additional SBRs, each capable of treating 100,000 GPD. Ultimately, 300,000 GPDS of the Treatment Capacity will be reserved to treat the sewage generated by the Planned Industrial Parks ("**Developers Capacity**") and the remaining 100,000 GPDS of Treatment Capacity will be available to treat sewage generated by Township Properties and conveyed to the Treatment Plant in accordance with the Rules and Regulations of the Authority ("**Authority Capacity**").

10. The Developers intend to initially design, permit, and construct the Disposal Fields on the Disposal Field Areas that will be permitted to dispose of approximately 101,640 gallons per day of treated effluent ("**GPDE**") ("**Disposal Capacity**"). All of the GPDE of Disposal Capacity shall be reserved to the Developers ("**Developers Disposal Capacity**") who shall have the right to allocate the Developers Disposal Capacity among the buildings to be constructed on the lots depicted on the Master Plan.

11. Future Disposal Fields may be constructed on additional disposal areas acquired by the Developers ("**Additional Developer Disposal Fields**") (the location of the Additional Developer Disposal Fields are hereinafter collectively referred to

as "**Additional Developer Disposal Areas**") to provide for additional disposal capacity. Any additional disposal capacity provided by the Additional Developer Disposal Fields may be allocated by the Developer among the buildings to be constructed on the lots depicted on the Master Plan ("**Additional Developers Disposal Capacity**"). Future Disposal Fields may be constructed on additional disposal areas acquired by , or contributed to the Authority ("**Additional Authority Disposal Fields**") (the location of the Additional Authority Disposal Fields are hereinafter collectively referred to as "**Additional Authority Disposal Areas**") to provide for Additional Authority Disposal Capacity. Any Additional Authority Disposal Capacity provided by the Additional Authority Disposal Fields shall be allocated by the Authority to properties located in the Township but not located in the Industrial Parks.

12. The Authority shall pay all costs incurred in the acquisition, design, construction, and permitting of Additional Authority Disposal Areas and the Developers shall pay all costs incurred in the acquisition, design, construction and permitting of Additional Developer Disposal Areas.

13. The Developers' Sewer Improvements, Disposal Fields, Disposal Field Areas, Additional Developer Disposal Fields, Additional Developer Disposal Field Areas, Additional Authority Disposal Fields, and Additional Authority Disposal Field Areas (collectively, the "**Sewage Facilities**") will ultimately be owned,

operated, and maintained by the Authority. Accordingly, the permittee of the Sewage Facilities will be the Authority.

14. The Authority will operate the Sewage Facilities upon substantial completion of same, even if this occurs prior to Dedication.

15. In order for River Pointe, RPL East, and New Demi to provide potable water, adequate water, and under adequate pressure for fire protection, River Pointe and New Demi intend to construct a water system composed of (a) at least three production wells ("**Production Wells**") on the RPL Property in the locations depicted on the Overall Utility Plan for the River Point Logistics Development dated 10/26/22, and prepared by Ebert Engineering, Inc. ("**Utility Plan**"), which is attached hereto as **Exhibit "C"**, (b) water supply lines from the Production Wells to a 70' high, elevated Water Tower with associated water treatment facilities ("**Water Tower**") in the location depicted on the Utility Plan, and (c) water supply lines from the Water Tower to the buildings to be located in the Industrial Parks (hereinafter collectively "**Water Facilities**"). The Water Facilities will initially be designed as a "stand-alone" system, in that it will not need to be connected to any other water system to properly function. However, because there may be some mutually beneficial results realized from connecting the Water Facilities to the Portland Authority public water system located in Route 611 ("**Portland System**"), the Utility Plan depicts two water conveyance lines from the Water Tank to the existing

Portland System in Route 611. Such connections will only be made pursuant to an agreement acceptable to the Authority (and/or the Developers) and the Portland Authority.

16. The Water Facilities will initially be designed to exclusively provide water service to the Industrial Parks. Therefore, the first 101640 gallons per day of water ("**GPDW**") will be reserved to service the buildings in the Industrial Parks. However, when additional sites for Production Wells are acquired by the Township or Authority and are constructed and connected to the Water Tower by the Township or Authority, the additional capacity produced by such additional wells will be allocated to the Authority to serve Township Properties. Similarly, if the Developers acquire additional well site and contribute such well site to the Authority the additional capacity shall be allocated to the Developers for reallocation to the buildings in the Industrial Parks.

17. The Authority and the Developers shall cooperate to find grants or financing to pay for all or portions of the cost of expanding the Sewage Facilities and/or the Water Facilities as additional needs arise and additional Disposal Areas or water sources are identified. Accordingly, if required the Authority will be the applicant for the grants or other financing opportunities.

18. The Water Facilities will ultimately be owned, operated, and maintained by the Authority. Accordingly, the permittee of the Water Facilities will be the Authority.

19. The Authority will operate the Water Facilities upon substantial completion of same, even if this occurs prior to Dedication.

20. The Parties desire to define and memorialize the terms and conditions pursuant to which (a) Developers will design, construct, and dedicate, and (b) the Authority will operate and accept dedication of the Sewage Facilities and Water Facilities.

NOW, THEREFORE, in consideration of the matters recited above and the agreements contained below, the Parties hereto, each intending to be legally bound, agree as follows:

INCORPORATION OF BACKGROUND

The Background to this Agreement is hereby incorporated into the body of this Agreement to the same extent as if it had been repeated in full in the body of this Agreement.

DEFINITIONS

In addition to the terms defined within the Background and body of this Agreement, the following capitalized terms, for the purposes of this Article of this Agreement, shall have the meanings set forth below:

"Approved Treatment Capacity" shall mean 101,640 GPDS, the treatment capacity the PADEP is expected to approve during the initial phase of construction and operation of the Treatment Plant. It is anticipated that the Approved Treatment Capacity will be increased as additional demand is identified and additional disposal capacity is created.

"Authority Capacity" shall mean 100,000 GPDS of the Treatment Capacity that will ultimately be available in the Treatment Plant, which is that part of the Treatment Capacity which will not be consumed by the buildings and other improvements constructed in the Planned Industrial Parks.

"Authority Disposal Capacity" shall mean the Disposal Capacity acquired by or contributed to the Authority and allocated by the Authority to provide disposal capacity to properties located in the Township which are not owned by the Developers the benefit of the Township Properties. It is anticipated that the Approved Treatment Capacity will be increased as additional demand is created and additional disposal capacity is created.

"Authority Engineer" shall mean the engineer who shall be retained by the Authority in connection with this Agreement.

"Authority Water Capacity" shall mean the water capacity that is acquired or contributed to the Authority and which will be allocated to properties in the Township that are not owned by the Developers.

"Business Days" shall mean every day of the week except Saturday, Sunday, national, and state holidays.

"Contractor" shall mean the contractor or construction manager engaged by Developer to construct the Sewage Facilities and/or Water Facilities.

"Developers' Disposal Capacity" shall mean 101640 GPDE of Disposal Capacity reserved for the Developers to allocate among the buildings to be constructed on the lots depicted on the Master Plan. It is anticipated that the Developers' Treatment Capacity will be increased as additional demand is identied and additional disposal capacity is created.

"Developers Treatment Capacity" shall mean 300,000 GPDS of treatment capacity in the Treatment Plant, which is that part of the Treatment Capacity which will be consumed by the buildings and other improvements constructed in the Planned Industrial Parks or which Developers, with the approval of the Authority, sell or otherwise allocate to third-parties.

"Developers Sewer Improvements" shall mean and refer to the sewer lines and all internal sewage collection and conveyance lines (including pump stations

and gravity sewer mains) to convey sewage generated by the buildings and other structures constructed in the Planned Industrial Parks to the Treatment Plant, Pump Station, or gravity line and other sewer improvements which will be constructed and installed by the Developers to provide public sewer service to the Planned Industrial Parks only.

"Developers Water Improvements" shall mean and refer to the Production Wells, Water Conveyance Lines, Water Tower, Water Treatment Facilities, and Water Distribution Lines, used to produce, convey, treat, pressurize, and distribute water to the buildings and other structures constructed in the Planned Industrial Parks.

"Disposal Capacity" shall mean approximately 101,640 GPDE, the initial capacity of treated effluent that will be permitted to be disposed via land application onto the Disposal Fields in the Disposal Field Areas. The Disposal Capacity will automatically be increased as Additional Disposal capacity is created.

"Field Inspector" shall mean the Authority Engineer's construction representative.

"Field Order" shall mean a written order or written approval identified as a "Field Order" and issued by the Project Engineer to the Contractor to make an immaterial design adjustment in the Design Plans and/or Shop Drawings. The Project Engineer's issuance of a Field Order shall constitute a certification that the

change is not material and does not involve a substitution of material or equipment. Field Orders must be prepared, reviewed, and issued in accord with the terms contained in Article I, Section C.2.g. and/or Article II, Section C.2.g. of this Agreement.

"GPDE" shall mean gallons per day of treated effluent.

"GPDS" shall mean gallons per day of sewage.

"GPDW" shall mean gallons per day of water.

"Initial Developers Treatment Capacity" shall mean 101,640 GPDS of treatment capacity in the Treatment Plant, which is that part of the initial Treatment Capacity of the Treatment Plant, which will be consumed by the buildings and other improvements constructed in the Planned Industrial Parks.

"Operating Deficit" shall mean, for any accounting period utilized by the Authority, the excess of ordinary operating and maintenance expenses for the Sewage Facilities over the revenues actually received for 1) sewer service provided to the properties connected to the Treatment Plant; and 2) disposal services provided to third parties whose wastewater is delivered to and treated by the Treatment Plant. For purposes of calculating the Operating Deficit, expenses will not include any consulting fees paid by the Township or Authority to any third party, which fees do not pertain to an issue involving the day-to-day functioning of the Treatment Plant. Ordinary operating expenses may include reasonable allocations of capital reserves,

calculated based upon estimated useful life and estimated replacement costs reduced to present value for depreciable items in the Treatment Plant.

"Operating Deficit Period" shall mean the period from the dedication of the Dedication Facilities until the close of the second consecutive calendar quarter when no Operating Deficit exists.

"Operating Deficit-Water" shall mean, for any accounting period utilized by the Authority, the excess of ordinary operating and maintenance expenses for the Water Facilities over the revenues actually received for water service provided to the properties connected to the Water Facilities. For purposes of calculating the Operating Deficit-Water, expenses will not include any consulting fees paid by the Township or the Authority to any third party, which fees do not pertain to an issue involving the day-to-day functioning of the Water Facilities. Ordinary operating expenses may include reasonable allocations of capital reserves, calculated based upon estimated useful life and estimated replacement costs reduced to present value for depreciable items in the Water Facilities.

"Operating Deficit Period-Water" shall mean the period from the dedication of the Water Facilities until the close of the second consecutive calendar quarter when no Operating Deficit-Water exists.

"Project Engineer" shall mean Ebert Engineering, Inc., the engineer selected by Developers to design and to oversee construction of the Sewage Facilities and Water Facilities.

"Project Costs-Sewer" shall mean the cost of designing, permitting, and constructing all of the Sewage Facilities.

"Project Costs-Water" shall mean the cost of designing, permitting, and constructing all of the Water Facilities.

"Sewage Facilities" shall mean the Developer's Sewer Improvements, Disposal Fields Disposal Field Areas, Additional Authority Disposal Fields, and Additional Authority Disposal Field Areas.

"Shop Drawings" shall mean drawings prepared to illustrate in greater detail the construction of parts or components of the Sewage Facilities and/or Water Facilities, which drawings shall require the approval of the Project Engineer and the Authority Engineer, which approval by the Authority Engineer shall not be unreasonably with held,delayed, or conditioned.

"Substantially Complete" or "Substantial Completion" shall mean when the Sewage Facilities and/or Water Facilities have been completed to the point at which they can be operated as designed and permitted to operate by PADEP (operations permit) and the only remaining work to be completed consists of punch list items.

"Treatment Capacity" shall mean the maximum capacity of sewage the Treatment Plant can treat or 400,000 GPDS, which is the aggregate volume of wastewater which can ultimately be treated by the Sewage Facilities as planned. The present intention of the Developer is to phase the construction of the Treatment Plant as set forth in the Background to this Agreement. The Authority shall have the right to increase the Design Capacity of the Treatment Plant from time to time as additional demand for public sewer service arises, provided however, that the Treatment Capacity for public sewer service shall not exceed 180,000, GPDS.

"Treatment Plant" shall mean the buildings, pumps, pipes, equipment, and access ways necessary for the operation of SBR mechanical treatment systems to be constructed by Developers pursuant to this Agreement and in accordance with the plans prepared by the Project Engineer and approved by the Authority Engineer, which shall be located on the Treatment Plant Easement Area. The Treatment Plant shall include all personal property and components necessary for the operation and maintenance of a sewage system to the design standards identified in the permits and approvals issued by DEP and, if necessary the Delaware River Basin Commission.

"Water Design Capacity" shall mean 101,640 gallons of water per day, which is the aggregate volume of Water which the Project Engineer has estimated will be initially be required to be supplied to the Water Facilities as planned. The present intention of the Developers is to either purchase water from the Portland Authority

or to develop the Initial Production Wells at the same time that the initial buildings are constructed in the Industrial Parks. As additional water capacity, beyond the capacity purchased from the Portland Authority or derived from the initial Production Wells is needed in either the Industrial Parks or in areas of the Township which are not owned by the Developers, the Authority and the Developers will attempt to acquire and develop additional sources of water. The said additional Capacity shall be included in the term "Water Design Capacity."

ARTICLE I - SEWER SYSTEM

A. PADEP/DRBC PERMITS

All permits and approvals from Pennsylvania Department of Environmental Protection ("**PADEP**"), and the Delaware River Basin Commission ("**DRBC**") (collectively the "**PADEP/DRBC Permits**") shall be applied for to permit the treatment of sewage by the type of treatment facility that the Project Engineer determines to be appropriate for the type of sewage anticipated to be conveyed to the Treatment Plant, the initial cost thereof, the anticipated life expectancy thereof, the anticipated cost to operate, and the reliability of the technology. Such applications shall provide for disposal of treated effluent by land application on the Disposal Fields owned or controlled by the Authority or the Developer. The Authority shall be the applicant on all permit applications required for the Sewer Facilities.

B. ACT 537 APPROVAL

The Developer has initiated the process for the amendment of the Township's Act 537 Sewage Facilities Plan by causing the Project Engineer to submit to the Township a Planning Module, for Land Development ("**Planning Module**") in order to obtain planning approval for the construction and use of the Sewage Facilities as contemplated herein. The Township Engineer reviewed the Planning Module and issued its review letter of the Planning Module. The Project Engineer revised the Planning Module, resubmitted the revised Planning Module to the Township and the Authority, and requested that the Township and the Authority execute the sections of the Planning Module that require the execution thereof by the Township and the Authority. The Authority shall cause the Authority Engineer to review the Planning Module. At such times as the Authority Engineer has approved the Planning Module the Authority shall execute the section of the Planning Module that requires the Authority's approval and execution. The Authority shall also execute such documents and applications, and otherwise cooperate with Developers, as reasonably necessary, to apply for and obtain the PADEP/DRBC Permits.

C. DESIGN AND CONSTRUCTION OF THE SEWAGE FACILITIES

1. The Project Engineer shall prepare the plans for the Sewage Facilities ("**Design Plans**") and the Sewage Facilities shall be constructed or installed in accordance with the Design Plans and applicable PADEP design standards. The

Design Plans shall generally comply with the specifications set forth on **Exhibit "D"** and shall be subject to review and approval by the Authority Engineer prior to submission to PADEP, which approval shall not be unreasonably withheld, delayed, or conditioned. If the Authority has not commented on Design Plans, within thirty (30) days of receipt, the submitted Design Plans shall be deemed to have been approved by the Authority.

2. The Developers shall construct the Sewage Facilities in accordance with the following requirements:

a. Construction shall be in accordance with the Design Plans.

b. The Authority shall have the right, from time to time, to inspect the construction of the Sewage Facilities. Such inspections shall be conducted during regular business hours, and the Authority shall make all reasonable efforts to avoid interference with the progress and conduct of the work. The Authority shall give the Developers written notice of intent to inspect at least 24 hours before the scheduled time of inspection. The Developer shall provide two-week schedules of the work to be performed so that the Authority will be able to schedule its inspections of any work that cannot be visibly inspected at a later date.

c. During active construction of the Sewage Facilities, the Developer shall conduct monthly construction meetings with the Project Engineer, Contractor, and Authority Engineer.

d. Copies of all Shop Drawings prepared by or for the Contractor or any subcontractor and approved by the Project Engineer, shall be submitted to the Authority Engineer for review and approval, which approval shall not be unreasonably withheld, delayed, or conditioned. If the Authority has not commented on shop drawings submitted to it for approval within ten (10) business days of receipt, such shop drawing shall be deemed approved.

e. In the event of any discrepancy or dissatisfaction with work in progress discovered by the Authority, or in the event of any dispute raised by either party regarding the obligations and duties arising under this agreement, written notice of such dispute shall be promptly communicated to the other party, and the Parties shall consult with each other and attempt to resolve the dispute. If the Parties are unable to agree upon a resolution of any dispute within six (6) business days of the date written notice is received from the objecting party, the dispute shall be referred to Matt Boggs, P.E. ("**Third-Party Engineer**"). The Third-Party Engineer's decision concerning any such dispute shall be final and binding upon Developers, the Township, and the Authority. If the services of the Third-Party Engineer are utilized by the Parties, all fees for the services of the Third-Party Engineer shall be paid for equally by Developer and the Authority or Township.

f. No sewage shall be processed in, or discharged from, the Sewage Facilities until the same are substantially completed in accordance with the Design

Plans, in operational condition, and any required operating approvals have been issued by PADEP, DRBC and any other regulatory agency whose approval is required to operate the Treatment Plant.

g. Modification of the Design Plans after commencement of construction shall take place in accordance with the following procedure:

(1) The Contractor or Project Engineer shall deliver copies of each proposal for modification of the Design Plans, including substitutions of materials or equipment, to the Authority Engineer for approval, prior to Developer performing or installing work which differs from the Design Plans. The request for the change shall be in the form of a proposed Field Order.

(2) When minor field changes are required, the Contractor shall first review these changes in the field with the Field Inspector. If it is determined that the Field Inspector cannot make a field decision on the issue, the Contractor will notify the Project Engineer in writing that the issue requires Project Engineer involvement. The Project Engineer will then determine whether the issue must be submitted to the Authority Engineer in the form of a Field Order

(a) Field Order. A copy of each Field Order shall be submitted to the Authority Engineer for review and approval prior to implementing the change. The Field Order shall identify each change to the Design Plans and/or Shop Drawings and include any required Design Plans and/or Shop Drawings and

shall be in the same detail as that part of the Design Plans and/or Shop Drawings to be changed.

(3) The Authority Engineer shall have five (5) business days for a Field Order, from receipt of a Field Order in which to:

(a) review the Field Order;

(b) approve or reject the Field Order; and

(c) notify the Project Engineer in writing as to its decision and the reasons therefor.

Failure of the Authority Engineer to timely respond to a Field Order shall result in a deemed approval of the proposed modification unless unexpected or unforeseen circumstances justifiably prevent the Authority Engineer from providing a response that is compliant with subsections (a)-(c) of this section within the timeframes set forth herein. The Authority Engineer (or representative of same) shall notify the Project Engineer in writing of any such unexpected or unforeseen circumstances as soon as practicable within the relevant timeframes set forth herein and request a reasonable extension of time to provide a response that is compliant with subsections (a)-(c) of this section. The absence of a such a request shall result in a deemed approval. Construction may proceed in accordance with the Design Plans and Shop Drawings, as modified by a Field Order, at the expiration of the applicable approval period, or upon approval, if the modification is approved.

(4) The Authority Engineer shall approve every Field Order, which is submitted with a written statement from the Project Engineer or from any other professional engineer licensed in the Commonwealth of Pennsylvania engaged by the Project Engineer stating that the proposed modification to the Design Plans and/or Shop Drawings will not impair the performance, capacity, or useful life of the Sewage Facilities or any part thereof. Unless the Authority Engineer disagrees with such assertion and states in writing to the Project Engineer that, in the Authority Engineer's professional opinion, the change identified in the Field Order will impair the performance, capacity, or useful life of the Sewage Facilities or any part thereof and explains, in detail, the basis for such opinion, approval of the proposed modification to the Design Plans and Shop Drawings by the Authority Engineer shall not be withheld. In approving a Field Order, whether by failing to timely reject or by express approval, the Authority Engineer shall have the right to rely on any statement or certification given by the Project Engineer or other licensed professional engineer licensed in the Commonwealth of Pennsylvania engaged by the Project Engineer.

(5) In exigent circumstances where delays associated with obtaining the Authority Engineer's approval of a Field Order would result in substantial increased costs resulting from delays in construction, the five (5) business day period set forth subparagraph (3) above shall be reduced to two (2) days. If no

decision is rendered by the Authority Engineer within that time period, Developers may implement such Field Order without the approval of the Authority Engineer; provided, however, that a copy of such Field Order shall be delivered to the Authority Engineer by 5:00 P.M. on the date on which the construction of the modification proceeds, with the Project Engineer's written statement that the change meets the requirements of a Field Order and a brief explanation of the reason for proceeding without approval of the Authority Engineer.

1. **PUMP AND HAUL** If, for any reason the completion of the Sewage Facilities (or a component thereof) does not occur prior to the completion of any part of the Planned Industrial Parks that will connect to the system, or if the sewage to be generated by the first buildings to be constructed is not sufficient to properly operate the Treatment Plant then the Authority will, subject to PADEP approval, permit temporary waste disposal for any completed portions of the Planned Industrial Parks by pump and haul to be implemented by the Developers until the Sewage Facilities are completed and able to accommodate the treatment needs of those particular users.

2. Developers and the Authority shall cooperate in Developer's efforts to obtain pump and haul permits from PADEP. Pump and haul permits will be obtained in the name of the Developers (unless otherwise required by PADEP). The Authority (as applicable) will cooperate in obtaining such permits.

3. In addition, and subject to the provisions of this section, Developers shall be permitted to pump and haul sewage effluent from any portion of the Planned Industrial Parks prior to completion of the Sewage Facilities and up until such time that portion of the Planned Industrial Parks can be connected to the Sewage Facilities. During the continuation of pump and haul disposal, the Authority will charge the property owner of that section of the Planned Industrial Parks either the actual cost of providing the pump and haul service together with a component for the Authority's expense in processing the billing ("**Authority Component**") or a quarterly fee that shall be based on the estimated fee that the property owner would be charged if the Sewage Facilities were completed and the property owner was being charged for that use, together with the Authority Component. The Authority and Developers shall mutually determine the appropriate billing process prior to the issuance of the first pump and haul bill. Said fee (absent the Authority Component) will be remitted to Developers as reimbursement for pump and haul costs.

D. COST OF COMPLETING THE SEWAGE FACILITIES:

1. Developers shall pay all of the costs of the design, construction, permitting and approval of the of Sewage Facilities.

E. DEVELOPER'S SECURITY FOR CONSTRUCTION OBLIGATIONS

To secure Developers' obligation to construct the Sewage Facilities, Developers and the Authority shall enter into a Sewage Facilities Escrow Agreement which Agreement shall adhere to the provisions of 53 PA C.S.A. § 5607(d)(23) regarding the posting of security and the release of same.

F. DEDICATION OF SEWAGE FACILITIES

1. The Developers shall offer the Sewage Facilities for Dedication within sixty days after (a) the construction of the Sewage Facilities have been completed and approved by the Authority Engineer, (b) the Sewage Facilities have been operated on a positive cash flow basis for at least six consecutive months and such positive cash flow operations have been certified by the Authority's Certified Public Accountant, and (c) the Developers have completed the construction of buildings on nine of the 13 lots depicted on the Master Plan for the Planned Industrial Parks and connected the said Buildings to the Sewage Facilities, and (d) and such buildings are occupied and the tenants are operating their businesses in the ordinary course. The Authority shall accept dedication of the Sewage Facilities within 60 days of the date that the Developers offer to dedicate the Sewage Facilities to the Authority and the conditions to dedication have been satisfied by the Developers as provided for in this Agreement.

2. Before offering the Sewage Facilities not currently owned by the Authority for dedication:

a. Developers shall provide the Authority with sixty (60) days' notice of its intention to dedicate, together with a financial statement prepared by a Certified Public Accountant certifying all Project Costs to the date of substantial completion and the payment of same ("**Dedication Date**")

b. During this sixty (60) day period, the Authority' Engineer shall inspect the Sewage Facilities being offered for dedication.

c. If the Sewage Facilities have not been completed in accordance with the Design Plans, the Authority shall provide to the Developers, within this sixty (60) day period, a punch list of incomplete or unsatisfactory items as determined by the Authority Engineer. The Developers shall then have thirty (30) days, or such other reasonable period of time as may be necessary in the situation as determined by the Authority Engineer after consultation with Developers, to correct the punch list items before re-inspection by the Authority. The Dedication Date shall be automatically extended until the correction of the punch list items.

d. The Authority may accept dedication of the Sewage Facilities while the Developers continue to correct punch list items and the acceptance by the Authority of same will not be deemed a waiver of the obligation of the Developers to complete the punch list items.

e. The Authority shall formally accept dedication of the Sewage Facilities no later than the Dedication Date. If there is a dispute regarding the

satisfactory completion of punch list items, said dispute shall be submitted to the Third-Party Engineer for final, binding, and unappealable determination. The Authority shall accept dedication within thirty (30) days of the Third-Party Engineer's determination that all disputed punch list items have been satisfied.

f. At the time of dedication, Developers shall deliver to the Authority a Deed of Dedication in compliance with subparagraph 3 below. The Developers shall provide any and all releases, waivers, affidavits, and security required to ensure the conveyances against mechanic's liens and claims.

3. Deed Of Dedication. Developers' offer of dedication of the Sewage Facilities shall include:

a. Deed of Dedication which conveys fee simple title, or a perpetual, exclusive easement, to the land upon which the Sewage Facilities being offered for dedication are located.

b. Grants of easements over such portion of the RPL Property, New Demi Property, and RPL East Property as are necessary for the use, repair, maintenance, and replacement of the Sewage Facilities.

c. A title insurance policy issued by a reputable title insurance company, insuring title to any real property, or easements, free and clear of any liens, encumbrances, restrictions, and easements, except such as will not interfere with Authority's intended use and operation of the Sewage Facilities; such insurance is to

be based on the fair market value of the real property being dedicated, and the premium shall be paid for by Developers.

d. A bill of sale to any portion of the Sewage Facilities which constitute(s) personal property.

e. A UCC search certificate evidencing that title to any personal property to be transferred to the Authority is free of any security interests, liens, or claims of record.

f. Assignment of all warranties applicable to all equipment and operating components of the Sewage Facilities.

g. Payment of any and all transfer taxes.

h. Record Drawings (those drawings which include any changes made to the approved for construction drawings) in Auto CADD format, which shall include, at a minimum, survey locations of sanitary manholes including elevations of rims and inverts; survey locations of any sewage pump stations and valve chambers including invert elevations; survey locations of sewer mains referenced to road center lines and offsets; survey locations of the Treatment Plant including pipe invert elevations, weir elevations, and all other elevations necessary to confirm hydraulic profiles; survey locations of disposal field dimensions; and survey locations of control and maintenance buildings including finished floor elevations.

The Record Drawings shall be signed and sealed by a Registered Professional Land Surveyor licensed in the Commonwealth of Pennsylvania.

i. PADEP Discharge Monitoring Reports for two consecutive months evidencing compliance with permit conditions.

4. Upon dedication of the Sewage Facilities, the Developers shall deliver to Authority a maintenance bond ("**Maintenance Bond**"), pursuant to 53 PA C.S.A. §5607(d)(23), to secure Developer's guaranty of the structural integrity, proper function, and operation of the Sewage Facilities. The Maintenance Bond shall extend from the Dedication Date for a period of 18 months thereafter.

5. If the Authority does not accept dedication of the Sewage Facilities within the time period set forth above, the Developers shall have the right of specific performance to compel the Authority to accept dedication of the Sewage Facilities.

6. The Authority shall have the right to set uniform rates for sewage service to be charged to users of the Sewage Facilities, based upon water usage, equivalent dwelling units, or such other non-discriminatory methods as may be established by the Authority, but such fees and charges shall not exceed the fees and charges that the Authority is permitted to charge under the Pennsylvania Municipal Authorities Act.

7. 300,000 GPDS of the Treatment Capacity (i.e. Developers Capacity), less the amount of Treatment Capacity actually consumed by Developers by

connecting buildings and other structures to the Treatment Plant, shall continue to be allocated to Developers until Developers use or dispose of Developers Capacity by assigning it to other potential users of such Treatment Capacity. Developers shall be free to sell or dispose of Developers Capacity to any third party.

G. FUNDING OF OPERATING DEFICIT

1. It is acknowledged by the Parties that the Sewage Facilities will incur operating deficits for some period of time ("**Operating Deficit Period**"). Developers shall pay for the Operating Deficit during the Operating Deficit Period in the following manner and subject to the ability to seek reimbursement of a portion of these costs in the manner set forth below:

a. Developers shall advance to the Authority on a quarterly basis the projected quarterly Operating Deficit for the next calendar quarter based upon the budget that has been reviewed by the Developers and Authority and adopted and adjusted as necessary to reflect either additional or reduced net revenues resulting from the preceding quarter. The Authority and Developers shall cooperate in developing such projections. The contributions of Developers to the Operating Deficit shall be included in the Project Costs.

b. The Authority and Developers shall have the right to contract with third parties to haul sewage to be processed by the Treatment Plant, and the revenues received as a result of the same shall reduce the portion of the Operating Deficit otherwise payable by Developers. Such hauling will be permitted subject to the approval of the Treatment Plant operator and compliance with conditions of any applicable PADEP Permit. For this purpose, the Parties agree that hauled sewage may include holding tank waste but not septage, grease trap waste, sludge, or other waste incompatible with Treatment Plant design.

c. The Authority shall have the right to set uniform rates for treatment, conveyance and disposal usage service to be charged to users of the sewage Facilities, based upon actual usage, equivalent dwelling units, or such other non-discriminatory methods as may be established by the Authority, but such fees and charges shall not exceed the fees and charges that the Authority is permitted to charge under the Pennsylvania Municipal Authorities Act.

d. The Authority shall prepare a preliminary Operating Budget and deliver same to Developers to review and provide input. Developers shall have the right to object to budget items and management practices that it believes are inconsistent with sound management objectives otherwise utilized in the industry for the operation of treatment plants similar to the Treatment Plant. The Parties agree that the calculation of the Operating Deficit shall exclude any such disputed

items. Failing Agreement, the Parties shall submit the disputed matter to the Third-Party Engineer and the Developers shall pay to the Authority such amounts as are required by the disputed preliminary Operating Budget until such time, if any, as the Third-Party Engineer may rule otherwise.

e. The Developers shall have the right, upon reasonable prior notice, to inspect the books and records and all supporting detail with respect to the operation of the Sewage Facilities. Developers may also order an audit of same, at its expense. However, if the audit determines that items have been included in the calculation of the Operating Deficit that should not have been included, under either the terms of this Agreement or generally accepted accounting principles, then the Authority shall promptly reimburse Developers for the cost of the audit.

H. ALLOCATION OF TREATMENT CAPACITY AND DISPOSAL CAPACITY TO DEVELOPER.

a. As set forth in the Background to this Agreement, in consideration of the Developer paying all of the cost of the design, construction, and permitting of the Sewage Facilities, and the dedication thereof to the Authority the Authority hereby allocates a minimum of 75% of the Treatment Capacity and initially 101,640 GPDE of Treatment Capacity to the Developer and acknowledges and agrees that the Developer shall have the right to utilize the said Treatment and Disposal Capacity to serve the buildings and other improvements that will be constructed in the

Industrial Park or Industrial Parks without payment to the Authority of any amount except the reasonable charges of its Sewer Engineer incurred in connect with the approval of the plans for such connections.

b. **TERMINATION OF OBLIGATIONS/ASSIGNMENT**

Upon dedication by Developers of all its/their interest in the Sewage Facilities as described in this Agreement, and the acceptance of same by the Authority, and the completion by the Developers of all punch list items and the delivery by Developers of the necessary maintenance bond, Developers shall thereafter have no further obligations hereunder with respect to the construction of same. Developers shall not be liable for any claims, demands, obligations, or liabilities with respect to the ownership, operation, maintenance, or control of the Sewage Facilities incurred after the date of such dedication and acceptance. The Authority shall indemnify, defend, and hold harmless the Developers, its/their affiliates, successors, assigns, respective employees, officers, and agents from and against any such claims, demands, obligations, or liabilities. This indemnity agreement shall include the payment of attorneys' fees of counsel for the Developers chosen by the Developers as well as all reasonable costs, expenses, and other fees related to or incurred by Developers in addressing any such claims, demands, obligations, or liabilities. The indemnification obligations under this section shall not be limited in any way by any limitation on the amount or type of damages.

I. INDEMNIFICATION OF AUTHORITY

Developers shall indemnify, defend, and hold harmless the Authority from any loss, cost, liability, damage, or injury suffered or incurred due to occurrences arising out of the conduct of Developers prior to the Authority's acceptance of the Sewage Facilities. Without limiting the foregoing, the Authority shall have no liability or obligation for disbursement of, management of, or account for the construction or other costs relating to performance of this Agreement by Developers, including without limitation, payment of subcontractors and materialmen. Developers shall indemnify, defend, and hold harmless the Authority against any such liability or claims. This indemnity agreement shall include the payment of attorneys' fees chosen by the Developers as well as all reasonable costs, expenses, and other fees related to or incurred by Developers in addressing any such claims, demands, obligations, or liabilities. The indemnification obligations under this section shall not be limited in any way by any limitation on the amount or type of damages.

ARTICLE II- WATER SYSTEM

A. PADEP/DRBC PERMITS

All PADEP/DRBC Permits to construct, use, expand, and operate the Water Facilities and/or to purchase water from the Portland Borough from PADEP and DRBC shall be applied for to permit the production and treatment of water by the

type of production and treatment facilities that the Project Engineer determines to be appropriate for the projected users of the Water Facilities, the initial cost thereof, the anticipated life expectancy thereof, the anticipated cost to operate, and the reliability of the technology.

B. APPLICATION FOR PERMIT/SUBMISSION OF DOCUMENTS

The Authority shall be the applicant on any applications submitted to PADEP and/or the DRBC with respect to the PADEP/DRBC Permits. The Authority and/or Township, as may be required, shall also execute such documents and applications and otherwise cooperate with Developers, as reasonably necessary, to apply for and obtain the PADEP/DRBC Permits.

C. DESIGN AND CONSTRUCTION OF THE WATER FACILITIES

1. The Project Engineer shall prepare the plans for the Water Facilities ("**Design Plans-Water**"), and the Water Facilities shall be constructed or installed in accordance with the Design Plans-Water and applicable PADEP and DRBC design standards. The Design Plans-Water shall generally comply with the specifications set forth on **Exhibit "E"** which is attached hereto and shall be subject to review and approval by the Authority prior to submissions to PADEP and DRBC, which approvals shall not be unreasonably withheld, delayed, or conditioned. If the Authority has not commented on the Design Plans-Water or permit applications within 30 days of receipt of the Design Plans-Water, the submitted Design Plans-

Water or permit applications shall be deemed to have been approved by the Authority.

2. The Developers shall construct the Water Facilities in accordance with the following requirements:

a. Construction shall be in accordance with the Design Plans-Water.

b. The Authority shall have the right, from time to time, to inspect the construction of the Water Facilities. Such inspections shall be conducted during regular business hours, and the Authority shall make all reasonable efforts to avoid interference with the progress and conduct of the work. The Authority shall give the Developers written notice of intent to inspect at least 24 hours before the scheduled time of inspection. ;The Developer shall provide to the Authority a two-week schedule of the work to be performed so that the Authority may schedule its inspections of any work that will not be visible at a later time.

c. During active construction of the Water Facilities, the Developers shall conduct monthly construction meetings with the Project Engineer, Contractor, and Authority Engineer.

d. Copies of all Shop Drawings prepared by or for the Contractor or any subcontractor and approved by the Project Engineer, shall be submitted to the Authority Engineer for review and approval, which approval shall not be

unreasonably withheld, delayed, or conditioned. If the Authority has not commented on shop drawings submitted to it for approval within six (6) business days of receipt such shop drawing shall be deemed approved.

e. In the event of any discrepancy or dissatisfaction with work in progress discovered by the Authority, or in the event of any dispute raised by either party regarding the obligations and duties arising under this agreement, written notice of such dispute shall be promptly communicated to the other party, and the Parties shall consult with each other and attempt to resolve the dispute. If the Parties are unable to agree upon a resolution of any dispute within six (6) business days of the date written notice is received from the objecting party, the dispute shall be referred to the Third-Party Engineer. The Third-Party Engineer's decision concerning any such dispute shall be final and binding upon Developers, the Township, and the Authority. In the event that the services of the Third-Party Engineer are utilized by the Parties, all fees for the services of the Third-Party Engineer shall be paid equally by Developer and the Authority or Township.

f. No Water shall be processed in, or discharged from, the Water Facilities until the same are substantially completed in accordance with the Design Plans-Water, in operational condition, and any required operating approvals have been issued by the PADEP, DRBC and other regulatory agencies which have jurisdiction over the construction or operation of the Water Facilities.

g. Modification of the Design Plans-Water after commencement of construction shall take place in accordance with the following procedure:

(1) The Contractor or Project Engineer shall deliver copies of each proposal for modification of the Design Plans-Water, including substitutions of materials or equipment, to the Authority Engineer for approval, prior to Developer performing or installing work which differs from the Design Plans-Water. Proposals for modification of the Design Plans-Water must be submitted in the form of a written Field Order.

(2) When minor field changes are required, the Contractor shall first review these changes in the field with the Field Inspector. If it is determined that the Field Inspector cannot make a field decision on the issue, the Contractor will notify the Project Engineer in writing that the issue requires Project Engineer involvement. The Project Engineer will then determine whether the issue must be submitted to the Authority Engineer in the form of a written Field Order.

(3) Field Order. A copy of each Field Order shall be submitted to the Authority Engineer for review and approval prior to implementing the change. The Field Order shall identify each change to the Design Plans-Water and/or Shop Drawings and include any required Design Plans-Water and/or Shop Drawings and shall be in the same detail as that part of the Design Plans-Water and/or Shop Drawings to be changed.

(4) The Authority Engineer shall have five (5) business days for a Field Order, from receipt of a Field Order in which to:

(a) review the Field Order.

(b) approve or reject the Field Order; and

(c) notify the Project Engineer in writing as to its decision and the reasons therefor.

Failure of the Authority Engineer to timely respond to a Field Order shall result in a deemed approval of the proposed modification unless unexpected or unforeseen circumstances justifiably prevent the Authority Engineer from providing a response that is compliant with subsections (a)-(c) of this section within the timeframes set forth herein. The Authority Engineer (or representative of same) shall notify the Project Engineer in writing of any such unexpected or unforeseen circumstances as soon as practicable within the relevant timeframes set forth herein and request a reasonable extension of time to provide a response that is compliant with subsections (a)-(c) of this section. The absence of a such a request shall result in a deemed approval. Construction may proceed in accordance with the Design Plans-Water and Shop Drawings, as modified by a Field Order, at the expiration of the applicable approval period, or upon approval, if the modification is approved.

(5) The Authority Engineer shall approve every Field Order, which is submitted with a written statement from the Project Engineer or from any

other professional engineer licensed in the Commonwealth of Pennsylvania engaged by the Project Engineer stating that the proposed modification to the Design Plans-Water and/or Shop Drawings will not impair the performance, capacity, or useful life of the Water Facilities or any part thereof. Unless the Authority Engineer disagrees with such assertion and states in writing to the Project Engineer that, in the Authority Engineer's professional opinion, the change identified in the Field Order will impair the performance, capacity, or useful life of the Water Facilities or any part thereof and explains, in detail, the basis for such opinion, approval of the proposed modification to the Design Plans-Water and Shop Drawings by the Authority Engineer shall not be withheld. In approving a Field Order, whether by failing to timely reject or by express approval, the Authority Engineer shall have the right to rely on any statement or certification given by the Project Engineer or other licensed professional engineer licensed in the Commonwealth of Pennsylvania engaged by the Project Engineer.

(6) In exigent circumstances where delays associated with obtaining the Authority Engineer's approval of a Field Order would result in substantial increased costs resulting from delays in construction, the five (5) business day time period set forth subparagraph (3). above shall be reduced to two (2) days. If no decision is rendered by the Authority Engineer within that time period, Developers may implement such Field Order without the approval of the Authority

Engineer; provided, however, that a copy of such Field Order shall be delivered to the Authority Engineer by 5:00 P.M. on the date on which the construction of the modification proceeds, with the Project Engineer's written statement that the change meets the requirements of a Field Order and a brief explanation of the reason for proceeding without approval of the Authority Engineer.

D. COST OF COMPLETING THE WATER FACILITIES:

1. Developers shall pay all of the costs of the design and construction of the Water Facilities.

2. If the Developers construct Water Capacity in excess of the Water Capacity required from time to time to service the domestic, production, and fire protection needs of the buildings in the Industrial Parks, the Authority may allocate such excess capacity to properties in the Township which are not located in the Industrial Parks and not owned by the Developers ("**Excess Water Capacity**").

3. The Authority shall have the right to set uniform rates for water service to be charged to users of the Water Facilities, based upon water usage, equivalent dwelling units, or such other non-discriminatory methods as may be established by the Authority, but such fees and charges shall not exceed the fees and charges that the Authority is permitted to charge under the Pennsylvania Municipal Authorities Act.

4. All of the Water Capacity in the Water Facilities shall be allocated to the Developers until the Developers use such Water Capacity or dispose of such Water Capacity by assigning it to other potential users of such Water Capacity. Developers shall, subject to Authority approval, be free to sell or dispose of the Water Capacity to any third party.

5. If the Authority increases the capacity of the Water Facilities by adding additional production wells and required treatment and conveyance capacity, such additional capacity shall be allocated to the Authority for use by areas of the Township which are not owned by the Developers

E. DEVELOPER'S SECURITY FOR CONSTRUCTION OBLIGATIONS

To secure Developer's obligation to construct the Water Facilities, Developers and the Authority shall enter into a Water Facilities Escrow Agreement which Agreement shall adhere to the provisions of 53 PA C.SA.. § 5607(d)(23) regarding the posting of security and the release of same.

F. DEDICATION OF WATER FACILITIES

1. The Developers shall offer the Water Facilities for Dedication within sixty days after (a) the construction of the Water Facilities have been completed and approved by the Authority Engineer, (b) the Water Facilities have been operated on a positive cash flow basis for at least two consecutive months and such positive cash flow operations have been certified by the Authority's Certified Public Accountant,

and (c) the Developers have completed the construction of buildings on nine of the 13 lots depicted on the Master Plan for the Planned Industrial Parks and connected the Buildings on said lots to the Water Facilities. The Authority shall accept dedication of the Water Facilities within 60 days of the date that the Developers offer to dedicate the Water Facilities to the Authority and the conditions to dedication have been satisfied by the Developers as provided for in this Agreement ("**Dedication Date**").

2. Before offering the Water Facilities not currently owned by the Developer for dedication:

a. Developers shall provide the Authority with sixty (60) days' notice of its intention to dedicate, together with a financial statement prepared by a Certified Public Accountant certifying all Project Costs to the date of substantial completion and the payment of same.

b. During this sixty (60) day period, the Authority Engineer shall inspect the Water Facilities being offered for dedication.

c. If the Water Facilities have not been completed in accordance with the Design Plans, the Authority shall provide to the Developers within this sixty (60) day period a punch list of incomplete or unsatisfactory items as determined by the Authority Engineer. The Developers shall then have thirty (30) days, or such other reasonable period of time as may be necessary in the situation as determined

by the Authority Engineer after consultation with Developers, to correct the punch list items before re-inspection by the Authority. The Dedication Date shall be extended until the punch list items have been corrected.

d. The Authority may accept dedication of the Water Facilities while the Developers continue to correct punch list items and the acceptance by the Authority of same will not be deemed a waiver of the obligation of the Developers to complete the punch list items.

e. The Authority shall formally accept dedication of the Water Facilities no later than the Dedication Date. If there is a dispute regarding the satisfactory completion of punch list items, said dispute shall be submitted to the Third-Party Engineer for final, binding, and unappealable determination. The Authority shall accept dedication within thirty (30) days of the Third-Party Engineer's determination that all disputed punch list items have been satisfied.

f. At the time of dedication, Developers shall deliver to the Authority a Deed of Dedication in compliance with subparagraph 3 below. The Developers shall provide any and all releases, waivers, affidavits, and security required to ensure the conveyances against mechanic's liens and claims.

3. Deed Of Dedication. Developers' offer of dedication of the Water Facilities shall include:

a. Deed of Dedication which conveys fee simple title, or a perpetual, exclusive easement to the land upon which the Water Facilities are located, and an easement or easements which will encumber the land upon which Conveyance Lines or Distribution Lines are or will be located.

b. Grant of easements over such portion of the RPL Property, New Demi Property, and RPL East Property as are necessary for the use, repair, maintenance, and replacement of the Water Facilities.

c. A title insurance policy issued by a reputable title insurance company, insuring title to any real property free and clear of any liens, encumbrances, restrictions, and easements, except such as will not interfere with Authority's intended use and operation of the Water Facilities; such insurance is to be based on the fair market value of the real property being dedicated, and the premium shall be paid for by Developers.

d. A bill of sale to any portion of the Water Facilities which constitute(s) personal property.

e. A UCC search certificate evidencing that title to any personal property to be transferred to the Authority is free of any security interests, liens or claims or record.

f. Assignment of all warranties applicable to all equipment and operating components of the Water Facilities.

g. Payment of any and all transfer taxes.

h. Record Drawings (those drawings which include any changes made to the approved for construction drawings) in Auto CADD format of the Water Facilities. The Record Drawings shall be signed and sealed by a Registered Professional Land Surveyor licensed in the Commonwealth of Pennsylvania.

4. Upon dedication of the Water Facilities, the Developers shall deliver to Authority a Maintenance Bond, pursuant to 53 PA C.S.A. §5607(d)(23), to secure Developer's guaranty of the structural integrity, proper function, and operation of the Water Facilities. The Maintenance Bond shall extend from the Dedication Date for a period of 18 months.

5. If the Authority does not accept dedication of the Water Facilities within the time period set forth above, the Developer shall have the right of specific performance to compel the Authority to accept dedication of the Water. Facilities

G. FUNDING OF OPERATING DEFICIT-WATER

1. It is acknowledged by the Parties that the Water Facilities may incur operating deficits for some period of time following the dedication of same to the Authority ("**Operating Deficit Period-Water**"). Developers shall pay for the Operating Deficit-Water during the Operating Deficit Period-Water in the following manner and subject to the ability to seek reimbursement of a portion of these costs in the manner set forth below:

a. Developers shall advance to the Authority on a quarterly basis the projected quarterly Operating Deficit-Water for the next calendar quarter based upon the budget that has been reviewed by the Developers and Authority and adopted and adjusted as necessary to reflect either additional or reduced net revenues resulting from the preceding quarter. The Authority and Developers shall cooperate in developing such projections. The contributions of Developers to the Operating Deficit-Water shall be included in the Project Costs-Water.

b. The Authority shall not charge any user of the Water Facilities' Water Design Capacity any service fees or rental charges substantially in excess or below those fees or charges that the Authority estimates in good faith would be necessary to operate the Water Facilities without incurring any Operating Deficit-Water if the entire Water Design Capacity were being utilized, taking into account the establishment from revenues of such reasonable reserves for replacement of equipment as the Authority may consider appropriate.

c. The Authority shall prepare a preliminary Operating Budget and deliver same to Developers to review and provide input. Developers shall have the right to object to budget items and management practices that it believes are inconsistent with sound management objectives otherwise utilized in the industry for the operation of water systems similar to the Water Facilities. The Parties agree that the calculation of the Operating Deficit-Water shall exclude any such disputed

items. Failing Agreement, the Parties shall submit the disputed matter to the Third-Party Engineer and the Developers shall pay to the Authority such amounts as are required by the disputed preliminary Operating Budget until such time, if any, as the Third-Party Engineer may rule otherwise.

d. The Developer shall have the right, upon reasonable prior notice, to inspect the books and records and all supporting detail with respect to the operation of the Water Facilities. Developer may also order an audit of same, at its expense. However, if the audit determines that items have been included in the calculation of Operating Deficit-Water that should not have been included, under either the terms of this Agreement or generally accepted accounting principles, then the Authority shall promptly reimburse Developers for the cost of the audit.

H. TERMINATION OF OBLIGATIONS/ASSIGNMENT

Upon dedication by Developer of all its/their interest in the Water Facilities as described in this Agreement, and the acceptance of same by the Authority, and the completion by Developers of all punch list items and the delivery by the Developers of the necessary maintenance bond, Developers shall thereafter have no further obligations hereunder with respect to the construction of same other than those set forth in the Water Facilities Escrow Agreement referenced herein. Developers shall not be liable for any claims, demands, obligations, or liabilities with respect to the ownership, operation, maintenance, or control of the Water

Facilities incurred after the date of such dedication and acceptance. The Authority shall indemnify, defend, and hold harmless the Developers, its/their affiliates, successors, assigns, respective employees, officers, and agents from and against any such claims, demands, obligations, or liabilities. This indemnity agreement shall include the payment of attorneys' fees of counsel for the Developers chosen by the Developers as well as all reasonable costs, expenses, and other fees related to or incurred by Developers in addressing any such claims, demands, obligations, or liabilities. The indemnification obligations under this section shall not be limited in any way by any limitation on the amount or type of damages.

I. INDEMNIFICATION OF AUTHORITY

Developers shall indemnify, defend, and hold harmless the Authority from any loss, cost, liability, damage, or injury suffered or incurred due to occurrences arising out of the conduct of Developers prior to the Authority's acceptance of the Water Facilities. Without limiting the foregoing, the Authority shall have no liability or obligation for disbursement of, management of, or account for the construction or other costs relating to performance of this Agreement by Developers, including without limitation, payment of subcontractors and materialmen. Developers shall indemnify, defend, and hold harmless the Authority and Township against any such liability or claims. This indemnity agreement shall include the payment of attorneys' fees chosen by the Developers as well as all reasonable costs,

expenses, and other fees related to or incurred by Developers in addressing any such claims, demands, obligations, or liabilities. The indemnification obligations under this section shall not be limited in any way by any limitation on the amount or type of damages.

ARTICLE III - NOTICES

All notices or other communications required or permitted hereunder shall be in writing and shall be given by any nationally recognized overnight delivery service or by hand delivery, in either case with proof of delivery, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee will have designated by written notice sent in accordance herewith. Unless changed in accordance with the preceding sentence, the addresses for notices are as set forth in the first paragraph of this Agreement'

Notices given by overnight delivery service shall be deemed received and effective on the first business day following such dispatch and notices given by hand delivery shall be deemed given at the time and on the date of delivery unless received after 4:00 p.m. (Eastern Time) on a business day, in which case the notice shall be deemed given on the next business day.

ARTICLE IV - MISCELLANEOUS

1. No Waiver. No waiver of any default by any party shall be implied from any omission by the other party hereto to take any action in respect to such default.

2. No Relation of Principal and Agent. Nothing contained in this Agreement, nor any act of the Parties shall be deemed and construed by any party or by any third person to create the relationship of principal and agent, partnership, or joint venture, or of any association between the Parties. Nor shall anything contained in this Agreement, or any act of the Parties, be construed to render any of the Parties liable for the debts or obligations of the other, except to the extent expressly set forth in this Agreement,

3. Captions. The captions of the sections and paragraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretations and construction.

4. Governing Law. This Agreement shall be construed, interpreted, and implied in accordance with the laws of the Commonwealth of Pennsylvania.

5. Integration; Amendment. This agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and may not be varied by any prior or contemporaneous covenant, representation, warranty, or agreement relating thereto. This Agreement may not be altered, modified, amended,

renewed, extended, or terminated unless by an instrument in writing duly executed by the Parties then bound by the terms of this Agreement.

6. Counterparts. Several copies of this Agreement shall be signed, and this Agreement shall be binding even if all counterparts are not signed by all Parties, so long as each party has executed at least one (1) counterpart and any counterpart or combination of counterparts signed by all the Parties shall be deemed an original.

-SIGNATURE PAGES FOLLOW-

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

UPPER MOUNT BETHEL TOWNSHIP MUNICIPAL AUTHORITY

By: _____

Name: Martin L. Pinter
Title: Chairman

RIVER POINTE LOGISTICS CENTER, LLC.

By: _____

Name: Louis P. Pektor III
Title: President

RPL EAST, LLC

By: _____

Name: Louis P. Pektor III
Title: President

NEW DEMI ROAD, LLC

By: _____

Name: Louis P. Pektor III
Title: President

EXHIBIT "A"

MASTER SITE SKETCH PLAN

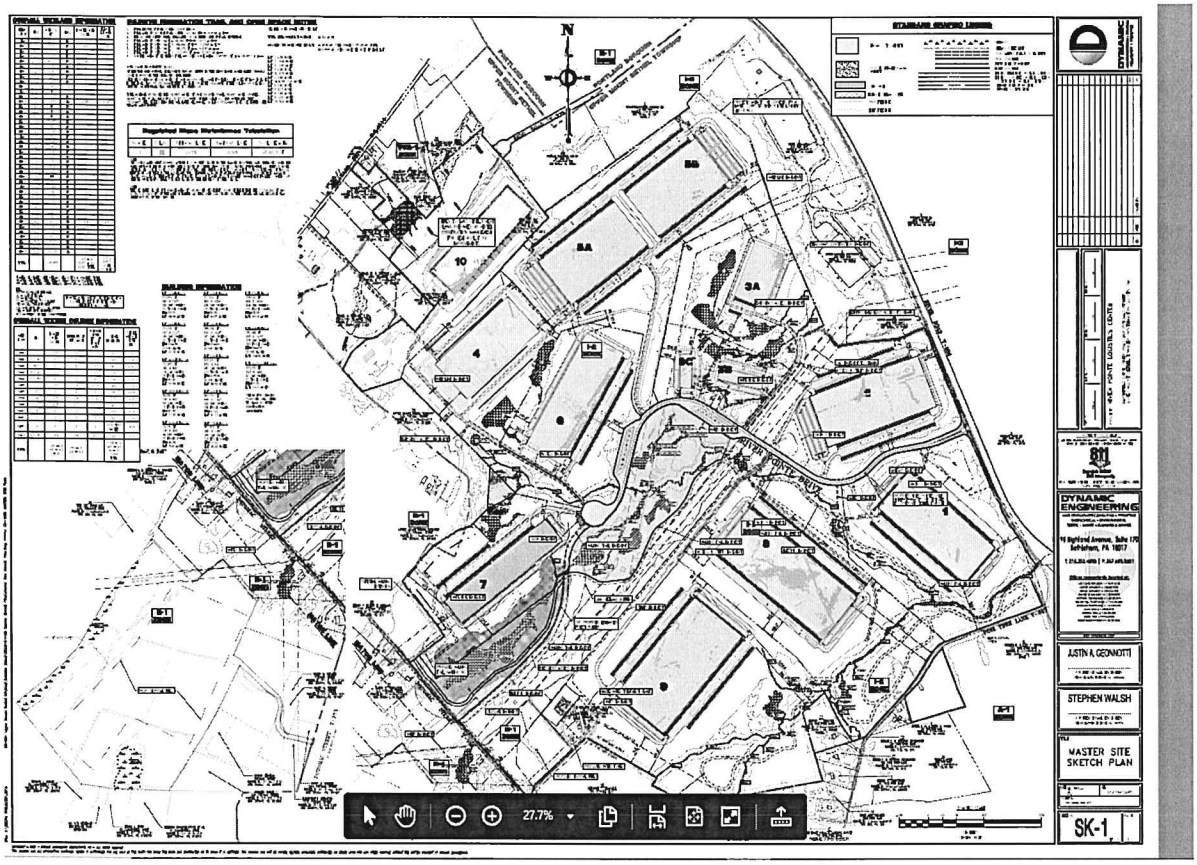

EXHIBIT "B"

RPL EAST PROPERTY

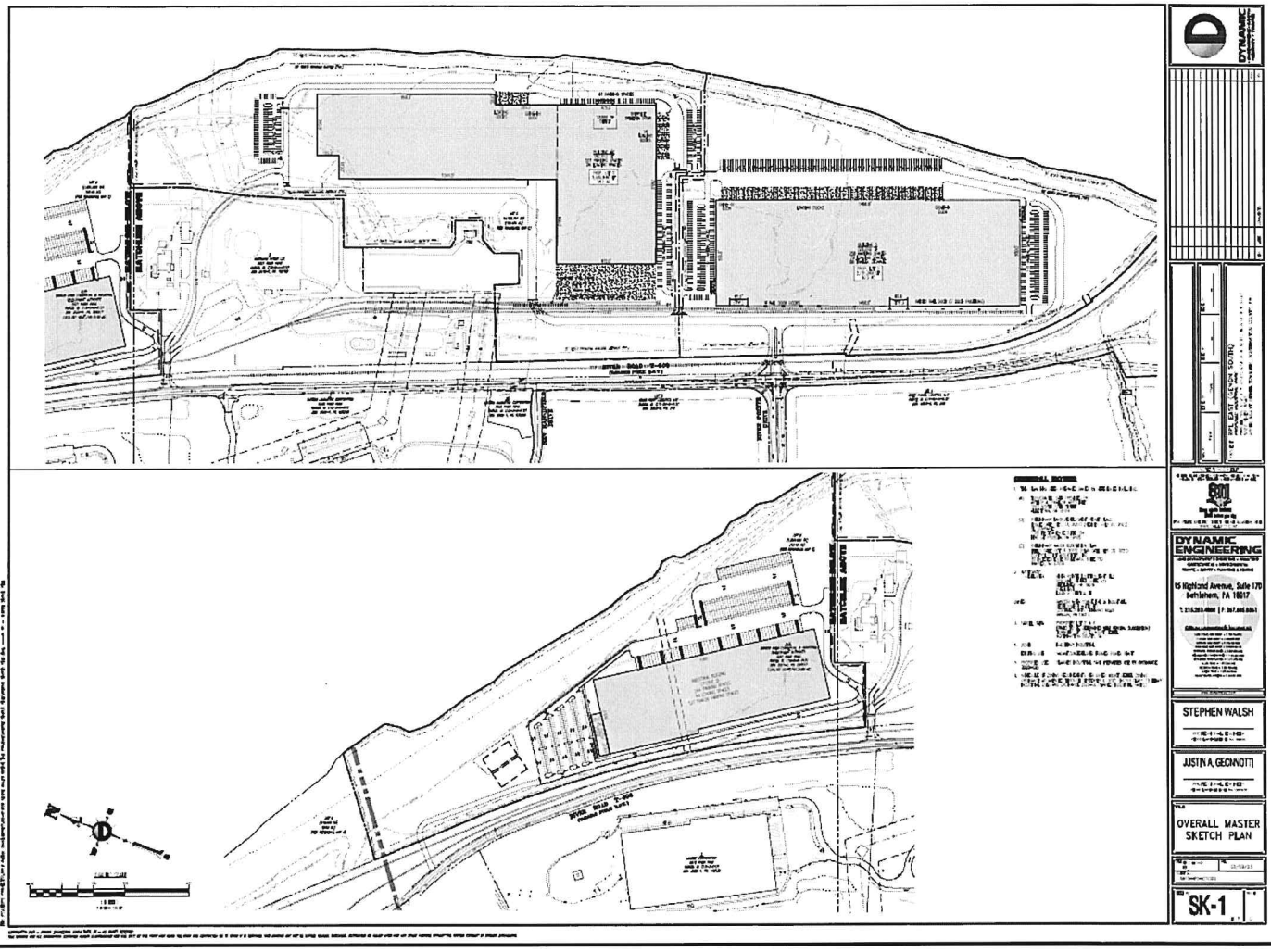

EXHIBIT "C"

OVERALL UTILITY PLAN

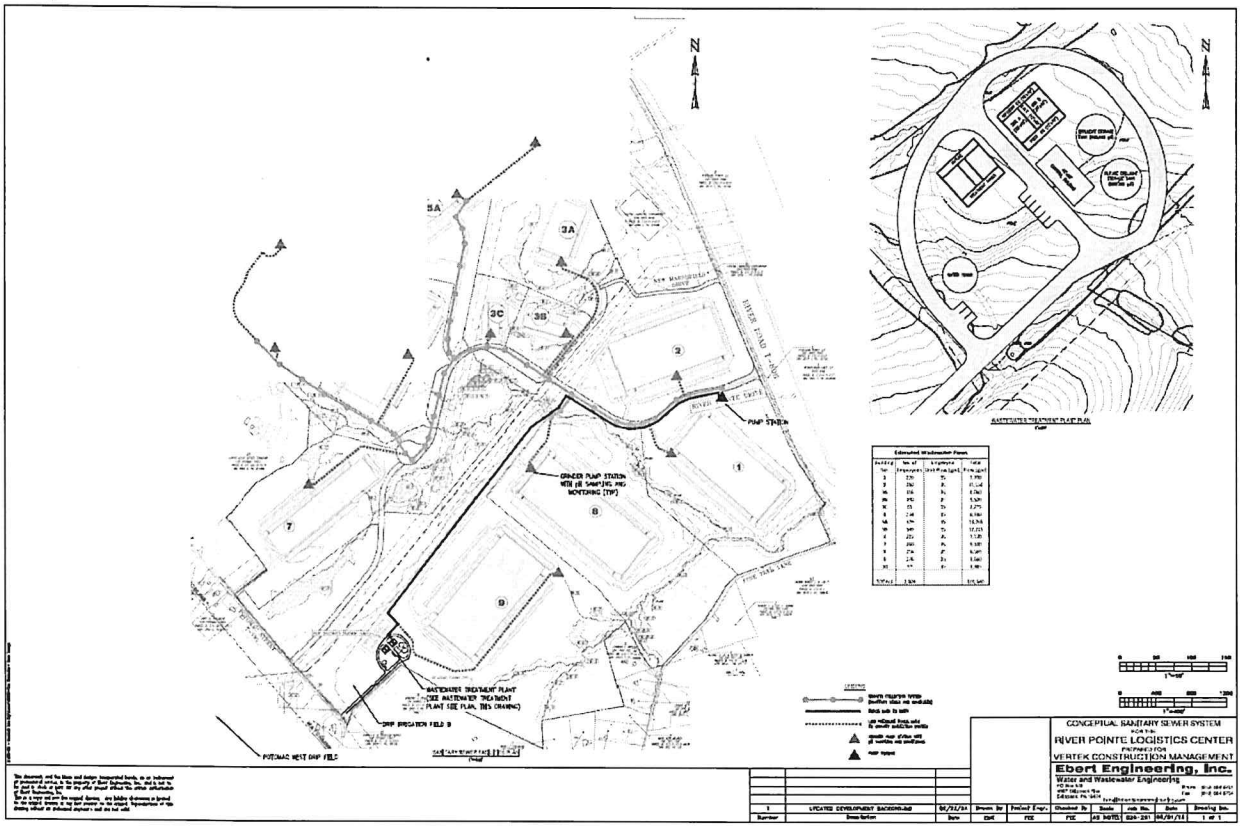

EXHIBIT "D"

SEWER SPECIFICATIONS

BASIS OF DESIGN AND SPECIFICATION

UPPER MOUNT BETHEL WASTEWATER TREATMENT FACILITY

AND

SANITARY SEWER COLLECTION SYSTEM

DESIGN SCOPE AND OUTLINE SPECIFICATIONS

APRIL 7, 2024

I. DESIGN BASIS

A. Initial Capacity – 200,000 gpd

Users	Flows (gpd)
Initial Industrial Park(s) Capacity	101,640
Future Industrial Park(s) Capacity	78,360
Unallocated Capacity	20,000
Total	200,000

Initial WWTP Permitted Capacity (AA)	101,640
WWTP Permitted Capacity (AA)	200,000
Initial Design Capacity	260,000*

* Design parameter to allow for batch discharges from users

AA – Annual Average

B. Ultimate Capacity – Up To 400,000 gpd

Users		Flows (gpd)
Industrial Park(s) Capacity		300,000
Authority Capacity		100,000
	Total	400,000

Ultimate WWTP Permitted Capacity(AA)	400,000
Ultimate Design Capacity (AA)	520,000*

* Design parameter to allow for batch discharges from users

AA - Annual Average

Note all parameters below are based upon Initial Capacity.

II. HEADWORKS

A. Influent Flow Metering

1. Magnetic flow meter located in influent meter vault. Meter display and paperless chart recorder to be located in control building.

B. Mechanical Screen

1. There will be an exterior Mechanical Screen with a weatherproof cover to remove all of the large debris prior to entering the influent equalization tank. The cover and heat tracing shall be installed to prevent the freezing of the wash system. The headwork structure will also include a bypass channel with a manual bar screen.

C. Automatic Sampling Device (Influent)

1. Refrigerated 24-hour flow proportional composite sampler. The sampler should be flow paced from magnetic flow meter.
2. Influent sampler shall be located after the mechanical screen.

III. STP SIZING AND TREATMENT PARAMETERS

Initial Permitted Capacity	=	101,640 gpd
Permitted Annual Average Capacity	=	200,000 gpd
Design Average Daily Flow (ADF)	=	260,000 gpd
Maximum Daily Flow	=	400,000 gpd

Peak Hydraulic Flow (2.5 x Permit) = 500,000 gpd

The reduction in peak factor to 2.5 for the STP is made possible by the influent equalization tank.

Parameter	Influent* (Domestic Waste)	Effluent* (PA DEP Limits)
TSS	300 mg/l	10 mg/l
$CBOD_5$	500 mg/l	10 mg/l
NH_3	70 mg/l	
TOTAL N	90 mg/l	10 mg/l
Total P	7 mg/l	

* Based on PADEP WQM (PART II) FOR LAND APPLCIATION

IV. DESCRIPTION OF MAJOR FACILITY COMPONENTS

A. Influent Equalization Tank will have an effective volume that will vary from 3,590 gallons to 43,590 gallons based upon changing the water depth from 1.5 feet to 18.2 feet. The influent equalization tank will utilize common wall construction with the other tanks. The dimensions of the tank will be approximately 20 feet by 16 feet. The tank will be constructed out of precast post tensioned concrete as supplied by Dutchland, Inc.

1. Two submersible pumps (3 hp) will be provided to feed each SBR for a total of four pumps. The option to utilize only two pumps and an

automatic valve will also be an option that will be evaluated during the detailed design. The pumps will be mounted on stainless steel guide rails.

2. The method of aeration and mixing will be through course bubble diffusers. There will be one blower (Sutterbuilt, Aerzen, Garden Denver or Similar) that will supply approximately 77 scfm at a pressure of 8.46 psi. The aeration system will share a common back up blower with the post equalization tank. The diffusers will be PVC diffusers on a PVC pipe manifold with stainless steel riser pipes.

B. SBR Treatment Units

1. There will be two SBR treatment basins that will utilize common wall construction. The final SBR tank dimensions will be determined during the detailed design but they will have a combined volume that will range from 224,000 gallons at minimum water depth at 17.8 feet to 264,000 gallons at the water depth of 21 feet.

2. Equipment & Accessories

a. SBR Reactor Blowers (Sutterbuilt, Aerzen, Garden Denver or Similiar), one (1) per basin, total three (3) blowers, one (1) standby, rotary, positive displacement type, each rated at 384 SCFM at a pressure of 10.7 psi

b. Retrievable fine bubble diffuser racks with fine bubble diffusers and a galvanized support beam and manifold assembly

c. Mixer (7.5 hp Aqua DDM) by Aqua Aerobics as part of the overall package

d. Submersible level controller with redundant high level and low level floats

e. Dissolved oxygen sensors (HACH SC200). One probe per basin.

f. Two submersible WAS pumps (2.4 hp) per basin

g. One 6x4 Aqua Aerobic decanter assembly per basin with fiberglass float and restrained mooring frame and post

h. Protective aluminum handrailing.

i. Portable winch with 1,000 lb. capacity.

C. Effluent Equalization Tank (Post Equalization)

1. Effluent Equalization Tank will have an effective volume that will vary from 3,590 gallons to 25,812 gallons based upon changing the water depth from 1.5 feet to 10.8 feet. The effluent equalization tank will utilize common wall construction with the other tanks. The dimensions of the tank will be approximately 20 feet by 16 feet. The tank will be constructed out of precast post tensioned concrete as supplied by Dutchland, Inc.

2. Effluent pump system (two pumps, includes operating and standby pump, each pump rated at 278 gpm); tank floor to be sloped toward pumps.

3. Aeration provided using coarse bubble diffusers.

3. Level control system submersible level sensors, pump on/off and low/high level alarm with a float back up system.

E. Aerobic Digester (Sludge Holding Tank)

1. Aerobic Digester Tank will have an effective volume that will vary from 98,960 gallons to 141,372 gallons based upon changing the water depth from 14.7 feet to 21 feet. The aerobic digester tank will utilize common wall construction with the other tanks. The dimensions of the tank will be approximately 30 feet by 30 feet. The tank will be constructed out of precast post tensioned concrete as supplied by Dutchland, Inc.

   a. Piping and valves to be designed for even distribution and collection of sludge in the digesters.

   b. Decant mechanism to be designed such that it is adjustable for depth by the plant operator.

2. Equipment and Accessories.

   a. Positive Displacement Blowers (Sutterbuilt, Aerzen, Garden Denver or Similiar), One (1) operating and one (1) standby, Two (2) total, each rated for 405 SCFM at 9.7 psi

3. Fixed position course bubble diffusers with PVC diffusers and PVC piping manifold and stainless steel riser pipes.

4. Protective aluminum handrail.

F. Control Building

1. Approx. 33' x 58' x 10' clear height architectural block masonry building located on top of the precast post tensioned concrete filter pre and post storage tank. The building will have an asphalt shingle 'A' roof, supported by roof trusses, equipped with single and double access doors, office space with laboratory, washroom, control/electrical room, blower room, workshop area next to blower area, chemical room, and disk filter.

2. Room Description

a. Office / Laboratory - desk, chair, file cabinet and miscellaneous. All instrumentation control panels, displays, LED digital readouts and chart recorders are to be located in the office. The laboratory area in the office will be designed to perform operational testing only, but not NPDES parameters which would be done by an outside certified laboratory.

c. Washroom - lavatory, water closet, paper dispensers, mirror and hot water heater.

d. Control/Electrical Room - to the house the Electrical panels, SBR Control Center and blower MCC's for the equalization tank(s), SBR units and digester, and automatic transfer switch.

e. Blower Area to house blowers and equipment including the three SBR blowers, two Aerobic digester blowers and three blowers for the influent and post equalization tanks. Each blower will include noise insulating housings.

f. Drip Filter and Pump Skid

h. Chemical Room - Contains the polypropylene storage tank(s) and Stenner perisaltic chemical metering pumps.

3. Filter and Drip Storage Tank

a. The three day drip storage tank with a minimum effective storage volume of 600,000 gallons will be a precast post tensioned concrete tank located adjacent the control building.

b. The filter storage tank will contain two compartments with one tank utilized to store the treated effluent after filtration and one tank that will store the filtered effluent prior to being pumped to the drip field. The control building will be built above this tank and the tank will have a flat roof which will be the floor for the control building.

c. There will be valves and a sloped floor to drain all of the tanks into the tank under the drip pumps and drip skid.

G. Ultra Violet (UV) Disinfection and Effluent Sampling

1. Ultraviolet light (UV) system for disinfection (Trojan system).

2. Automatic sampling Device (Effluent)

a) Refrigerated 24-hour composite sampler.

H. Aqua Disk Cloth Media Filter

1. Aqua Disk Model ADFSP – 11x6E-PC six disk cloth media filter

I. Drip Irrigation Equipment

1. Drip Irrigation Disposal

   a) Drip System Control Package with PLC Control Panel

   b) Pressure compensating drip emitters with a flow rate of 0.61 gph at a pressure between 6 to 60 psi and two foot spacing between emitters

   c) Solenoid activated zone control valves

   d) Tekleen filtration utilizing course screen and a fine screen mesh size of 120 micro to provide a maximum particle size of 115 microns with automatic backflushing based upon pressure drop

   e)

J. Electrical & Control Requirements

1. Main Power - 3Ø, 460V from the Electric Utility Co. with step down to 120V utilization, 4 wire service.

2. Alarm System (Verbatim) - low/high liquid level in tanks, blower failure, auto dialer, etc.

3. Conduit - PVC coated rigid steel (exposed) galvanized steel (not exposed) and PVC in a concrete encased conduit bank.

4. Electrical Distribution Equipment - Square 'D', General Electric or Cutler Hammer/Westinghouse.

5. Motor Control Centers (MCC) Square 'D'.

6. Generator Set – Onan – Exterior with Quiet Site II outdoor enclosure

   Automatic Transfer Switch - Onan,

7. Communications - Two (2) telephone lines/numbers for the plant. One (l) dedicated to the automatic telephone dialer and one (1) for operator voice communications. All mechanical equipment to be connected to SBR control panel, including blowers, pumps, generator, chemical equipment, UV system, etc or to the Drip control panel including drip pumps and field communication

8. Lighting

a. Interior

- Control Building - 4' & 8' LED 4 bulb ceiling fixtures in each room.

b. Exterior

- Control Building - overhead LED light fixture at each entrance to building.
- Site area lighting – LED pole mounted fixtures on tankage walkways.

K. HVAC Requirements

1. Control Building

a. Heating –

- Office, lab and washroom – electric unit heaters. (72° F)

- Blower room, and chemical room -Individual unit space heaters, wall mounted, electric. (60°F)

b. Ventilation –

- Lab, washroom, blower/ filter/uv/ drip skid room, and chemical room - individual exhaust fan & louver.

c. Air Conditioning –

- Office and electrical rooms only. (72° F)

J. Piping & Valving

1. Yard Piping –

a. Interconnecting piping between treatment units and chambers Ductile iron pipe.

b. Chemical lines - polyethylene tubing in rigid PVC conduit.

c. Water lines - Ductile iron, cement lined, mechanical joint pipe, 3"Ø and greater; Rigid copper, 2"Ø and smaller.

d. Air lines – unlined ductile iron pipe or painted steel pipe provided with butterfly valves for air flow adjustment.

2. Interior Piping –

a. Pump discharge lines -Ductile Iron Pipe.

b. Air lines - Ductile Iron Pipe or painted steel

c. Potable water - small diameter, rigid copper pipe.

d. Chemical lines - small diameter, polyethylene piping, and/or C PVC

3. Valves

a. Process lines - Plug & Ball valves

b. Air lines - Wafer style Butterfly valves

c. Water lines - resilient seat gate valves.

K. Site Improvements

1. Access Road

a. 20' wide bituminous paved access road.

2. Interior Roadway & parking

   a. Bituminous pavement, 20' wide

   b. Parking for 5 vehicles; 5 spaces @ 10' width x 20' long each, plus aisle.

3. Storm water management/drainage system provided.

4. 7' high galvanized steel chain link perimeter fence with two (2) 12' wide gates.

5. Fine grading, top soiling and seeding of site within fenced area.

7. Landscaping provided by developer's landscape architect

8. Area lighting from around building and tankage.

9. Plant potable water supply from the proposed public water system with pressure tank for Lakeside Screen and domestic use.

V. CONVEYANCE SYSTEM

A. Laterals from Building to Monitoring Station

1. SDR 26 PVC

B. Monitoring Station

1. Each building will have a precast concrete monitoring vault
2. Monitoring equipment will be based upon the potential discharge from each user
3. All monitoring equipment will be connected to an alarm system that will notify the user and the WWTP Operator
4. Any alarm condition will also shut off the individual building pump station
5. Monitoring vault will include a sampling location with access for a sampling tube and electrical power to set up a portable sampler.
6. All monitoring vaults will have a lockable lid and the ability to secure the sampler

C. Individual Building Pump Station

1. The individual building pump stations shall be a submersible style pump station utilizing two Flygt pumps and controls.
2. Each pump shall be sized to handle the peak flows from the user including any batch operations that may discharge a peak flow to the public sanitary sewer system.
3. The wet well shall be a precast concrete wet well with a minimum diameter of five feet.
4. Each pump station shall include an alarm system (cellular) that will include alarms for high and low level as well as any alarm conditions from either of the two pumps.
5. The controls will automatically shut off both pumps and send out an alarm signal based upon either an internal building shut off signal or an alarm from the monitoring equipment located in the monitoring vault.
6. The pump station shall be powered from the users building and which will include emergency power provisions if emergency power is provided to the building.

D. Low Pressure Service Laterals and Connection to Gravity Sanitary Sewer System

1. The low pressure service laterals shall be either SDR21 PVC or HDPE DR 11 (200 psi pressure class rating)
2. Each low pressure service lateral shall discharge into a gravity sanitary sewer lateral with a clean out near the edge of the roadway.
3. All connections to the gravity sanitary sewer main shall be by a gravity sanitary sewer lateral which will allow for the proper cleaning and televising of each connection.

E. Sanitary Sewer Collection System

1. All sanitary sewer mains shall be constructed out of SDR 26 PVC for depths less than 15 feet. All sanitary sewer mains with a depth greater than 15 feet shall be Class 52 DIP with Protecto 401 interior coating.
2. All gravity sanitary sewer mains shall pass a low pressure air test in accordance with ASTM F 1417
3. All sanitary sewer manholes shall be precast concrete with an interior coating of two coats of 6 mil of white epoxy paint and an exterior coating of coal tar epoxy.
4. Four foot diameter manholes shall be utilized for sanitary sewer mains from eight inch to fifteen inch. Five foot diameter manholes shall be utilized for sanitary sewer mains ranging from eighteen inch to twenty seven inch
5. All manholes located in a paved area shall have a standard manhole frame and cover with the required lettering of the Authority.
6. All manholes located in a no-paved area shall have a water tight frame and cover.
7. All sanitary sewer manholes shall pass a vacuum test.
8. The entire sanitary sewer collection system shall be video inspected with a electronic copy of the video inspection being provided to the Authority verifying that no sage or leaks are visible in the sanitary sewer collection system.

F. Pump Stations

1. All pump stations (serving more than one user) shall be a submersible style pump station utilizing at least two pumps (Flygt or approved equal). The pumping rate of the pumps shall exceed the PA DEP required peak factor as defined by the Ten States Standards unless a greater pumping rate is required to handle the peak discharge any user with a batch discharge.

2. The sewage pumping station structure shall consist of a precast reinforced concrete wet well and a precast reinforced concrete valve chamber with an interior coating of two coats of white epoxy paint and an exterior coating of coal tar epoxy. The principal items of equipment in the wet well shall include two (2) submersible non-clog sewage pumps operated by a VFD with stainless steel guide rails, guide rail anchor brackets and lifting chains, stainless steel trash basket with stainless steel slide rails, submersible level sensing transducer with backup float system and operating controls.

3. The principal items of equipment in the valve chamber shall include two plug valves, check valves, emergency by-pass connection, magnetic flow meter with paperless chart recorder and piping.

4. Other related principal items at the pump station site shall include pump controls in a masonry building, an emergency generator with skid mounted double wall diesel fuel storage tank.

5. The pump station site will be enclosed with a chain link fence with a sliding twelve foot wide gate and a man gate.

6. The access driveway shall be twelve feet wide and allow for the operator to pull into the site prior to having to open the gate to allow for safe access to the site.

7. The pump station shall be provided with a public water connection and one exterior frost free hydrant.

8. The entire site shall be provided with the required number of exterior site lights to allow for operation and maintenance of the pump station.

9. The pump station shall have a permanently mounted hoist system designed for the removal of the largest pump from the wet well.

10. The pump station shall include monitoring equipment based upon the potential discharge from each user to monitor and send an alarm signal in case of an accidental discharge. The monitoring equipment will also have the ability to shut off the pumps to prevent the wastewater from being conveyed to the WWTP. This option can then be overridden by the high level float.

EXHIBIT "E"

WATER SPECIFICATIONS

BASIS OF DESIGN AND SPECIFICATION

UPPER MOUNT BETHEL WATER SYSTEM

DESIGN SCOPE AND OUTLINE SPECIFICATIONS

APRIL 12, 2024

I. DESIGN BASIS

A. Domestic Capacity – 110,000 gpd

Users	Flows (gpd)
Initial Industrial Park(s) Capacity	101,640
Future Industrial Park(s) Capacity	8,360
Total	110,000

B. Fire Protection Capacity

1. Flow Rate = 2,500 gpm
2. Duration = 120 minutes

C. Storage Capacity

1. Domestic Storage = 200,000 gallons (min)
2. Fire Protection Storage = 300,000 gallons (min)
Total = 500,000 gallons (min)

D. Operating Pressure

1. Minimum = 20 psi
2. Average = 60 to 80 psi
3. Maximum = 100 psi

E. Operating Elevation

1. Operating Elevation = 760.50 ft
Based upon same hydraulic grade line as the Portland Borough Authority Water System to allow for potential interconnection

II. DESCRIPTION OF MAJOR FACILITY COMPONENTS

A. WATER STORAGE TANK

The water storage tank will have an effective volume that will of approximately 500,000 gallons. There will be 200,000 gallons of storage capacity for the domestic needs of the service area and 300,000 gallons of storage reserved for the fire protection needs of the water system. The tank will be either a elevated welded steel tank or a composite elevated storage tank as manufactured by Landmark Structures, Cadwell Tanks, Pittsburg Tank, Natgun or Approved Equal.

1. Level control system submersible level sensors with low/high level alarm with a float back up system.

2. Tank will be filled with a altitude valve and a SCADA Control System that will operate off of the tank level to turn on an off sources of supply

3. Controls will be provided to allow for an even filling of the tank over a twenty hour period to allow for 110,000 gpd (initially) to be supplied to the tank.

4. Peak Instantaneous and Peak Hourly flow demands will be met through storage capacity in the tank.

B. Control Building (Common with WWTP)

1. All Controls for the Water Storage Tank and Overall Control of the Water System will be housed inside of a Common Control Building with WWTP

C. Chlorine Disinfection and Sampling

1. Disinfection will be provided by Sodium Hypochlorite

2. Chlorine Residual will be monitored and maintain on both the entrance to the water storage tank as well as leaving the water storage tank to maintain the required minimum chlorine level at the farthest end of the water distribution system

3. Automatic Sampling

   a) A continuous chlorine analyzer (Hach or Approved Equal) will be provided with an alarm for either high or low levels of chlorine

D. Wells and Well Houses

1. Zone I Well Head Protection Per PA DEP Requirements
   a) Deed restricted by easement or Fee Simple Title

2. Four Log Virus Removal provided on Well Property

3. Well Design per PA DEP and DRBC Requirements

4. Each Well will have a permanent emergency generator

E. Electrical & Control Requirements

1. Main Power - 3Ø, 460V from the Electric Utility Co. with step down to 120V utilization, 4 wire service.

2. Alarm System (Verbatim) - low/high liquid level in tanks, chlorine levels

3. Conduit - PVC coated rigid steel (exposed) galvanized steel (not exposed) and PVC in a concrete encased conduit bank.

4. Electrical Distribution Equipment - Square 'D', General Electric or Cutler Hammer/Westinghouse.

5. Motor Control Centers (MCC) Square 'D'.

6. Generator Set – Onan – Exterior with Quiet Site II outdoor enclosure

   Automatic Transfer Switch - Onan,

7. Communications - Two (2) telephone lines/numbers for the plant. One (l) dedicated to the automatic telephone dialer and one (1) for operator voice

communications. All controls and alarms to be connected to the SCADA control panel

8. Lighting

a. Site Lighting – LED Pole mounted

F. Piping & Valving

1. Yard Piping –

a. Interconnecting piping Ductile Iron Pipe.

b. Chemical lines - polyethylene tubing in rigid PVC conduit.

c. Water lines - Ductile iron, cement lined, mechanical joint pipe, 3"Ø and greater; Rigid copper, 2"Ø and smaller.

d. Air lines – unlined ductile iron pipe or painted steel pipe provided with butterfly valves for air flow adjustment.

2. Valves

a. Resilient Seat Gate Valves – Kennedy, Mueller or Approved Equal

G. Site Improvements

1. Access Road

a. 20' wide bituminous paved access road.

2. Interior Roadway & parking

a. Bituminous pavement, 20' wide

b. Parking for 5 vehicles; 5 spaces @ 10' width x 20' long each, plus aisle.

3. Storm water management/drainage system provided.

4. Landscaping provided by developer's landscape architect

5. Area lighting around Tank.

III. WATER DISTRIBUTION SYSTEM

G. Water Mains

1. Ductile Iron Pipe Double Cement Lined Class 52

H. Fire Hydrants

1. Dry-barrel break away type conforming to AWWA C502
2. Kennedy Valve Company K-81or Approved Equal
3. Red Body, White Bonet, White Cap

I. Water Meters

1. Neptune Water Meters with Remote Read or Approved Equal

J. Individual Service Connection

1. Domestic Type K Copper or Ductile Iron Pipe
2. Fire Protection Services Ductile Iron Pipe