

TREATMENT AGREEMENT

THIS AGREEMENT made as of this 20 day of November, 2016⁷, between the TOWNSHIP OF GLENBURN, a municipal corporation located in Lackawanna County, Pennsylvania (hereinafter referred to as "Glenburn"), and ABINGTON REGIONAL WASTEWATER AUTHORITY ("ARWA") a municipal authority organized jointly by the Township of South Abington, the Borough of Clarks Summit, and the Borough of Clarks Green (hereinafter referred to as the "Constituent Municipalities") under the Pennsylvania Municipality Authorities Act of May 2, 1945, P.L. 382, as amended (the "Act");

WITNESSETH:

WHEREAS, Glenburn, in the near future, will own and operate a sewage collection system (which together with the facilities referred to in Section 1.03 hereof is hereinafter referred to as the "Glenburn Collection System") for the collection of sewage and wastes emanating from a parcel of land owned by Border Realty Associates, LLC consisting of 56.05 acres as described in Exhibit A attached hereto which is located within the corporate limits of said Glenburn ("Premises");

WHEREAS, ARWA has been organized by the Constituent Municipalities for the purpose of financing, acquiring, constructing, maintaining, improving and operating a sewage treatment plant, an interceptor sewer and related facilities (described in Exhibit "A" hereto) which ARWA has constructed, improved and operates, such facilities and all further additions and assignments are hereinafter referred to as the "Treatment Plant"), which receives, treats and disposes of normal sewage and wastes emanating from the Constituent Municipalities Collection Systems (referred to hereinafter collectively as the "Constituent Collection Systems");

WHEREAS, ARWA possesses and/or controls a certain amount of sewage treatment and transmission capacity (the "Capacity") in the Treatment Plant;

WHEREAS, ARWA is willing to make available a portion of said capacity in the Treatment Plant for the future use of Glenburn to serve the Premises, under the terms and conditions set forth in this Agreement;

WHEREAS, Glenburn shall continue to operate and maintain the Glenburn Collection System, which operation contemplates the payment to be made to ARWA by Glenburn, respectively, for sewage treatment services under this Agreement and the performance of the covenants hereinafter set forth;

WHEREAS, it is in the public interest and to the mutual advantage of ARWA and Glenburn as well as appropriate to promote the public health, safety and welfare and to protect the purity and public use of the streams and waters of the Commonwealth of Pennsylvania that this Agreement be entered into;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter contained, and intending to be legally bound, do hereby severally agree, each for itself, and not for any other of such parties, as follows:

ARTICLE I

1.01 Service. ARWA hereby agrees to provide sewage treatment and transmission service for the Premises on the terms provided in this Agreement. Applicants for sewer permits for residential and/or commercial unit to be constructed within the Premises will not be treated any less favorably or more favorably by ARWA than such applicants for properties located in the Constituent Municipalities. All connections to the Treatment Plant shall be made available on a "first come, first served" basis. The total number of Equivalent Dwelling Units for the Premises shall not exceed one hundred and seventy-five (175).

1.02 Definition. An Equivalent Dwelling Unit (EDU), for purposes of this Agreement, shall be defined as the estimated, equivalent amount of domestic sanitary sewage discharged by a typical single family dwelling, as determined by Regulations of ARWA.

1.03 Fees. Glenburn shall not be required to pay any fee to the Joint Authority as consideration for entering into this Agreement. However, Glenburn acknowledges the existence of ARWA Resolution No. 2 of 2011 ("Tapping Fee Resolution") charging a tapping or connection fee against the owner of each property to the Glenburn Collection System and acknowledges that the aforesaid Tapping Fee Resolution applies to properties within Glenburn who will connect to the Glenburn Collection System and be serviced by ARWA.

1.04 Usage of EDU's. Glenburn shall be deemed to use one or more EDUs of Capacity at the time that a sewer connection permit is issued by Glenburn. Within fifteen (15) days after the end of each calendar month, Glenburn will provide ARWA with a list of all permits issued by Glenburn during such month, if any. The number of EDU's of Capacity used by Glenburn with respect to any particular improved property shall be in accord with the EDU schedules established by Regulations of ARWA for the payment of sewer rates and charges within its service area.

Each sewer connection permit issued by Glenburn shall include a condition that the property owner receiving the permit must (a) commence construction of the building not later than six (6) months after the issuance of the permit, and (b) complete construction of the building not later than fifteen (15) months after the issuance of the permit. A construction permit shall not be issued until the payment of the Tapping Fee has been paid to ARWA. ARWA and its agents and designees shall have the right to conduct inspections of the Premises from time to time for the purpose of determining whether or not any connections to the Collection System have been made illegally or in violation of the terms of this Agreement.

ARTICLE II
Connecting and Operation of the Glenburn Collection System
and Operation of the Treatment Plant

2.01 Construction of Certain Facilities by Border Realty. Glenburn agrees to ensure that the Collection System and such facilities as shall be necessary to permit the connection of the Glenburn Collection System to the Treatment Plant and shall be constructed in accordance with plans and specifications prepared by a reputable consulting engineer and approved by ARWA, insofar as they relate to materials, testing and methods of construction of the Pennsylvania Department of Environmental Protection ("Pa DEP") and otherwise as required by law.

2.02 Connection of Collection System to the Treatment Plant. Glenburn, upon receipt of notice from ARWA approving the completion of construction of the Glenburn Collection System, shall be allowed to connect the Glenburn Collection System to the Treatment Plant by means of sewer lines owned by Clarks Summit Borough and the Township of South Abington (see Article VII). Such connections shall be made within such reasonable time from receipt of such notice as is practicable. ARWA engineers shall have the right to inspect the manner of making each such connection and the same shall not be used until such time as ARWA shall receive written notice from its engineers that the construction of each such connection has been accomplished in accordance with the approved plans and specifications relating thereto. Glenburn shall be responsible for the payment of any inspector/engineering fees incurred by ARWA in conducting these inspections. Such connections shall be made and continuously maintained at the sole cost and expense of Glenburn which shall also secure any and all necessary sewer permits from the Pa DEP as may be necessary to make such connections and to deliver sewage to the Treatment Plant.

2.03 Operation of the Treatment Plant. ARWA, shall at its own cost and expense, operate and maintain the Treatment Plant and treat and dispose of the sewage delivered thereto in

a manner approved by the Pa DEP and by any other governmental agencies having jurisdiction. ARWA shall operate the Treatment Plant continuously, save only in the event of any act of God, war or public calamity or other event not within the control of ARWA, and then and in any such event there may be a cessation only until the cause of such cessation and effects thereof shall be eliminated.

2.04 Operation of the Collection Systems. Glenburn shall, at its own cost and expense, operate and maintain its respective Collection System continuously, save only in the event of any act of God, war or public calamity or other event not within its control, and then and in such event there may be a cessation only until the cause of such cessation and effects thereof shall be eliminated, and shall collect and transport sewage therein to the ARWA Treatment Plant or its interceptor lines in a manner approved by the Pa DEP and by any other governmental agencies having jurisdiction over the same.

2.05 Insurance of the Treatment Plant. ARWA agrees to continuously insure the Treatment Plant in a responsible company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against loss or damage by fire and other risk and casualty and in such amounts as are usually carried on like property in the Commonwealth of Pennsylvania. Such insurance policies shall be non-assessable and shall be for the benefit of ARWA and the Treatment Plant Trustee as their respective interests may appear, and all losses shall be made payable to and be deposited with and held by such Treatment Plant Trustee, who shall have the sole right to receive the proceeds of such policies and to collect and receipt for claims thereunder. Immediately after any loss or damage to the Treatment Plant or any part thereof, ARWA will commence and duly prosecute the repair, replacement or reconstruction of

the damaged or destroyed portion of the Treatment Plant, all according to the plans and specifications therefore prepared by its Consulting Engineers.

2.06 Insurance of the Collection Systems. Glenburn will have in place a policy of liability insurance for the respective Collection Systems with a responsible company or companies authorized and qualified to do business in the Commonwealth of Pennsylvania providing coverage indemnifying the municipality for claims against the municipality arising out of and relating to the condition of the Collection System, ARWA will be an additional insured on the policy of liability relating to the municipal Collection System. In cases of accidental damage to the Collection System, ARWA will be an additional insured on the policy of liability relating to the municipal Collection Systems. Glenburn will commence and complete repair, replacement and reconstruction of damaged or destroyed portions of such Collection System in accordance with plans and specifications prepared by its Consulting Engineer in the event of damage to the Collection System.

ARTICLE III
Regulations Concerning Sewage to be Delivered to the Treatment Plant

3.01 Regulations Adopted by ARWA. ARWA has and/or will adopt and promulgate rules and regulations setting forth the kinds and types of sewage which will be accepted for treatment and disposal by ARWA at the Treatment Plant. Among other things, such rules and regulations will be required by the United States Environmental Protection Agency (EPA) and Pa DEP or other governmental agencies in the future, and may include standards and criteria concerning the pretreatment and quality of wastewater discharged into the ARWA Treatment Plant. Therefore, Glenburn covenants and agrees: (1) to be bound by such existing rules, regulations, standards and criteria and those bound by such existing rules, regulations, standards and criteria and those hereafter adopted by the ARWA concerning pretreatment and the quality of

wastewater applicable to the customers of the Constituent Municipalities and Glenburn; (2) to enact, promulgate and adopt such rules, regulations, standards and criteria of the ARWA; and (3) to comply with all lawful rules, regulations and directives of EPA, Pa DEP and any other governmental agency having jurisdiction applicable to the discharge of wastewater into the ARWA Treatment Plant.

3.02 Acceptable Wastes. The Treatment Plant is designed primarily for the treatment and disposal of sanitary sewage (which for the purposes hereof means the normal, water-carried household and toilet wastes resulting from human occupancy). Consequently, Glenburn shall not permit any connection for the disposal of any waste other than sanitary sewage to be made to the ARWA Treatment Plant except upon prior specific written permit from the ARWA or for those connections in place on the date hereof, provided that the acceptance for treatment and disposal by the ARWA of wastes other than sanitary sewage shall be in accordance with the current uniform standards established by ARWA and neither shall ARWA accept liquids used in the fracking process for treatment at the Treatment Plant.

3.03 Connections to the Collection Systems. Glenburn agrees that it will enact ordinances and take all such other action as necessary to compel all properties within the Premises which hereafter may become accessible to or otherwise are or shall become capable of being served by, its respective Collection System, to be connected to such Collection System. Glenburn further agrees that no connections to the respective Collection System shall be made or maintained which shall violate this Agreement or the rules and regulations adopted by ARWA pursuant to Section 3.01 of this Agreement, and that ARWA or its duly authorized representative shall have the right at all reasonable times to inspect the respective Collection Systems, and to compel the

disconnection of any user or customer of either Collection System found to be in violation of such rules and regulations.

3.04 Connection of other Municipalities or Third Parties to the Collection Systems.

Glenburn agrees to prohibit the discharge by any other municipality, municipality authority or Third Party of any sewage into the Collection System which will be ultimately discharged into the Treatment Plant without prior written approval by ARWA.

3.05 Compliance with Present and Future Laws. The parties hereto agree to comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Pennsylvania Department of Environmental Protection or any other governmental body having jurisdiction with respect to the maintenance and operation of their respective facilities and the collection, transportation, treatment and disposal of sewage pursuant to this Agreement.

ARTICLE IV
Sewage Treatment Charges

4.01 Agreement to Pay for Sewage Treatment Service. From and after the date upon which the Collection System shall have been connected to the Treatment Plant pursuant to Section 2.02 hereof, Glenburn hereby agrees to pay annually its respective share, determined as hereinafter provided, of the monies needed by ARWA which together with any other revenues of ARWA derived from or in connection with the Treatment Plant, will be sufficient to provide ARWA with funds for the following purposes:

(i) To pay, in each year, the reasonable administration expense of ARWA in connection with the Treatment Plant, including, in each year, the reasonable compensation and expense of the Treatment Plant Trustee and its successors;

(ii) To pay, in each year, the reasonable expenses of ARWA of operating, maintaining and repairing, including insuring, the Treatment Plant and making renewals and

replacements thereto and all ordinary improvements which may be necessary or proper to maintain adequate service as determined by the Consulting Engineers; and

(iii) To provide, in each year in which any Guarantee Sewer Revenue Bonds, Series of 2013 (“2013 Bonds”), additional bonds issued pursuant to Section 8.01 hereof or bonds issued to refund any such bonds or any prior refunding bonds are outstanding, such amount in respect of the series of any such bonds which are outstanding as ARWA shall have calculated, at the time of issuance of the bonds in question, as the level annual amount required to meet, with an appropriate coverage factor, the debt service requirements on such series of bonds, provided that such level annual amount in respect of any such series of bonds shall not exceed in aggregate (computed over the stated life of such series) 110% of the total debt service requirements in respect of such series, and provided further that ARWA shall use any amount received pursuant to this clause (iii) only for the retirement of such bonds or for purpose for which additional bonds could be issued pursuant to Section 8.01 hereof, including the creation of certain reserves for such purposes.

4.02 Determination and Payment of Sewer Treatment Charges. The total annual sewer charge which Glenburn has agreed to pay pursuant to Section 4.01 hereof shall be apportioned between it and the Constituent Municipalities in the following manner:

(i) in respect of each fiscal period (which for the purposes hereof shall mean the period from the date of issuance of the 2013 Bonds through the next-succeeding December 31st and, thereafter, each calendar year) Glenburn shall each pay that portion of such total annual sewer charge or other assessment imposed by ARWA as is in the same ratio to such total as are the number of Equivalent Dwelling Units (as defined from time to time by the ARWA Consulting Engineers) connected to its Collection System to the total of such Units connected to all such

collection systems and to any other collection facilities or systems connected to the Treatment Plant, determined as of January 1 for the year in question;

(ii) at least sixty (60) days prior to the beginning of each fiscal period, ARWA shall submit to Glenburn a written, detailed budget for such fiscal period, showing on a quarterly, estimated basis, the breakdown and calculation of the amount required for such total annual sewer charge;

(iii) on or before the 15th day of each January, April, July and October in each fiscal period, Glenburn shall pay to ARWA their respective shares of the estimated total annual sewer charge shown on ARWA's budget as required during the calendar quarter beginning on the first day of each such month;

(iv) ARWA may revise its budget for any fiscal period or the then remainder thereof at any time when the same becomes necessary, and upon submission of the revised budget in the manner and form provided in clause (ii) above, Glenburn shall pay its share of the revised total annual sewer charge shown thereon as required on subsequent payment dates during the fiscal period in question, provided that the Constituent Municipalities and Glenburn shall not be obligated to pay any amount in excess of the payment shown on the original budget until sixty (60) days following receipt of the revised budget;

(v) in preparing budgets (whether an original annual budget or any revision thereof) in accordance with the foregoing clauses, ARWA shall make every possible effort, by providing for adequate cash reserves and contingencies, to avoid the necessity of Glenburn having to make unequal quarterly payments or unexpected increased payments;

(vi) within thirty (30) days after ARWA's approval of its annual audited financial statements, ARWA shall submit to Glenburn the audited financial statement showing its

actual expenses for such period. If such financial statement indicates such expenses exceed the actual payments made during the period by the Constituent Municipalities and Glenburn; they shall pay their respective shares of such excess to ARWA within sixty (60) days after receipt of such audited statement;

(vii) every budget (whether an original annual budget for a revision thereof) prepared by ARWA pursuant to the foregoing clauses shall, before being submitted to Glenburn as aforesaid, be formally approved and adopted by resolution of the Board of ARWA at a duly convened meeting thereof and ARWA shall give written notice of such meeting and the proposed action to be taken thereat, at least seven (7) days in advance, to the Constituent Municipalities and Glenburn. The latter party and its representatives shall be permitted to attend such meeting and to make such comments as it deems desirable prior to the adoption of the budget by ARWA; and

(viii) upon adoption of any budget (original or revised) by ARWA as aforesaid, the Constituent Municipalities and Glenburn shall make the payments required of them as shown thereon, without suspension or abatement of any nature or for any reason, but such obligation to so make such payments shall always be without prejudice to the rights of the payor to contest the reasonableness or accuracy thereof or any other relevant question in respect thereof in any appropriate proceeding.

4.03 Required Capital Contributions. If at any time that ARWA is providing sewage treatment services to the Premises, ARWA requires its Constituent Municipalities to make a special payment to ARWA for a necessary capital expenditure by ARWA, Glenburn shall pay its pro rata share of the required capital contribution along with the Constituent Municipalities.

4.04 Where Sewage Treatment Charges are to be Paid. The parties hereto agree that the payment required to be made to ARWA hereunder are to be paid directly to the Treatment Plant

Trustee, and ARWA hereby expressly directs Glenburn to make such payments to such Treatment Plant Trustee.

4.05 Source of Payment of Sewage Treatment Charges. Glenburn agrees that it will make provisions in its respective annual budgets during the terms hereof for obtaining the necessary funds to meet its obligations hereunder and for that purpose shall, by proper ordinances, make provision for the imposition of sewer rentals and charges upon users of the Collection System or by any other lawful method or methods to provide for obtaining sufficient revenues in such manner as to assure the payments due ARWA in the amounts and at the times provided for in this Agreement. Glenburn agrees to provide, in any collection system lease entered into between the said municipality and any sewer authority it creates, for the payment of funds for purpose of this Agreement out of any sewer revenue account maintained thereunder.

4.06 Indemnity Agreements. Glenburn agrees that in the event of a default in the payment of any charges or sums due ARWA under this Agreement, Glenburn will indemnify and save harmless ARWA from loss due to such default. Any such loss shall be limited, however, to such charges or sums as are due from Glenburn to ARWA under this Agreement but are paid by the other municipalities because of such default. Nothing in this Agreement shall be interpreted to mean that the Constituent Municipalities undertake in any way to pay any unpaid share of charges or sums due from Glenburn to ARWA. Glenburn waives any and all immunity from suit, statutory or otherwise, and further waives any defense based upon the doctrine of ultra vires and consents to any suit brought against it, respectively, upon or in connection with the covenants contained in this Section

4.06.

ARTICLE V
Liabilities

5.01 Liability of Constituent Municipalities and Glenburn. Glenburn shall not be held to be jointly liable with the Constituent Municipalities in the event of the failure of the Constituent Municipalities to perform and discharge its respective obligations and undertakings to ARWA; and that the Constituent Municipalities and Glenburn will, or shall be in any way liable for the performance or non-performance of such undertaking by any other such parties, nor for any joint responsibility of any sort hereunder; nor shall the default of any one such party as to any obligation hereunder relieve any other of such parties from its obligations and compliance with the terms hereof.

5.02 Liability of Successors of Constituent Municipalities. All covenants, duties rights or obligations of Glenburn under this Agreement, shall be the covenant, duty, right or obligation of Glenburn as long as it is in possession of, and operating, the respective Collection System, and shall be the covenant, duty, right or obligation of any municipality authority created by Glenburn, respectively, only if, as and when such municipality authority is in possession of and operation its respective Collection Systems.

ARTICLE VI Remedies

6.01 Remedies of ARWA. In the event Glenburn shall fail or refuse to pay any sums due under this Agreement within thirty (30) days after the same shall become due and payable, ARWA may take such legal action to enforce its rights under this Agreement as may be permitted by law.

ARTICLE VII Arbitration

7.01 Referral of Disputes to an Arbitrator. In the event of any dispute between or among the parties, or any of them such dispute may be referred by any party involved to an impartial arbitrator to be appointed by mutual agreement of all parties to the dispute.

7.02 Arbitrator May be Appointed by Court. In the event that the parties are unable to agree upon such impartial arbitrator, any party to the dispute may request the American Arbitration Association to designate an impartial arbitrator in accordance with its then existing practice; the designation so made to be final and binding on all parties to the dispute.

7.03 Dissatisfaction with Award. If any party to the dispute shall be dissatisfied with the award of the impartial arbitrator, such party shall have the right to appeal to the Court of Common Pleas of Lackawanna County in accordance with the provision of the applicable provision of the Uniform Arbitration Act, 42 Pa. C.S.A. § 7301, et seq.

ARTICLE VIII Additional Annual Payments

8.01 Agreement to Make Additional Annual Payments. ARWA agrees that it will (i) rebuild or repair the Treatment Plant in the event of fire or other casualty and (ii) construct any addition to or expansion of the Treatment Plant which becomes necessary as a result of the inadequacy of the existing facilities and will, to the extent that any other funds available for the purpose are insufficient, and to the extent it can legally and practicable do so, issue additional bonds to provide for the financing thereof. Glenburn respectively agrees to pay the increase in annual service charge resulting from the issuance of additional bonds as provided in Section 4.01 hereof.

ARTICLE IV Miscellaneous Provisions

9.01 Books and Records. ARWA shall maintain an accurate system of accounts and proper books of records and accounts with respect to the cost of operation of the Treatment Plant. These accounts and books of records and account may be inspected, and copies or extracts therefrom made, at reasonable times by Glenburn and its officers or duly authorized agents and representatives.

9.02 Liability of Glenburn. Glenburn agrees to pay the cost of any damage to the Treatment Plant or fine imposed upon ARWA resulting from discharge of improper sewage from the Glenburn Collection System, in violation of this Agreement, or from improper operation or maintenance of the Collection System and to indemnify and save harmless ARWA against all cost, losses or damage on account of any injury to persons or property occurring in the performance of this Agreement, due to the actions of the said Glenburn, or its employees.

9.03 Liability of ARWA. ARWA shall at no time and under no circumstances be liable to Glenburn for any damages in case of failure or inadequacies of the Treatment Plant to receive, treat or dispose of sewage from the Collection Systems, cause by reason of any act of God, war or public calamity or other such event not within the control of ARWA (and for this purpose negligence by an employee or agent of ARWA shall not be considered such an event).

9.04 ARWA to Enter Into Additional Agreements. Glenburn agrees that ARWA may, with the consent of the Constituent Municipalities, enter into any new or additional agreements convening the receipt, treatment and disposal by ARWA of sewage from any other source provided that ARWA obtains the written approval of the Constituent Municipality whose collection system is to be used to transport said sewage to the ARWA plant; provided further, however, that no such new or additional agreement shall be entered into if the same would impair ARWA's ability and

obligation to receive and treat sewage from the Glenburn Collection Systems pursuant to this Agreement.

9.05 Glenburn and Constituent Municipalities' Use of Each other's Sewer Lines Under Certain Conditions. Glenburn and each Constituent Municipality (or its Authority) shall have the right to use the sewer lines of the other to transport sewage to the Treatment Plant, upon payment of reasonable compensation, provided that the lines to be so used are of sufficient capacity or condition for such use. The questions of such "reasonable compensation" and "sufficiency" to be decided, in the event of disagreement between the parties, by independent engineers.

9.06 Billing of Customers in the Event of Annexation. So long as Glenburn and any Constituent Municipality (or its Authority) has outstanding indebtedness in respect to its sewage system, it shall continue to bill customers on all lines constructed by it (and such customers shall be considered as its Equivalent Dwelling Units) notwithstanding any annexation by the other municipality of the territory in which such lines are located.

9.07 No Competition. Glenburn agrees that during the term of this Agreement it will not construct or permit, or join in the construction of, a treatment plant which will compete with or diminish the services to be rendered by ARWA hereunder, and will not use any facilities for the treatment of sewage from the Glenburn Collection System other than those provided under this Agreement.

9.08 Assignment of Agreement to Treatment Plant Trustee. It is understood and agreed that ARWA may assign and pledge this Agreement and any supplements or amendments hereto to the Treatment Plant Trustee as security for the 2013 Bonds and any other bonds which may be issued pursuant to this indenture or pursuant to a refunding, and Glenburn hereby expressly agrees to such assignment and Pledge.

9.09 Notices and Demands. Any notice to or demand upon the parties hereto shall be deemed to have been sufficiently given or served on the appropriate party for all purposes, by being sent by certified United States mail addressed as follows:

ARWA: Chairman, Abington Regional Wastewater Authority
ARWA Water Pollution Control Facility
200 Northern Boulevard
South Abington Township, Pennsylvania 18411

Glenburn Township: Chairman, Board of Township Supervisors
Township Building
3110 Waterford Road
P.O. Box 694
Dalton, Pennsylvania 18414

or at such other addresses as may, from time to time, be filed in writing by each party hereto with the other party.

9.10 Saving Clause. Should any one or more of the provisions of this Agreement for any reasons be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement; and this Agreement shall, in such circumstances, be construed and enforced as if such illegal or invalid provision had not been contained herein.

9.11 Effective Date and Term. This Agreement shall become effective upon its execution and delivery by all of the parties hereto and shall remain in full force and effect at least until all bonds issued by ARWA with respect to the Treatment Plant or additions, alterations or replacements thereof, or any refunding bonds, shall have been fully paid as to principal and interest, or provision therefore made, and thereafter until terminated by mutual agreement of all of the parties hereto.

9.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, as of the day and year first above written, ARWA has hereunto affixed its corporate name and seal, signed and attested by its proper officers pursuant to a Resolution duly adopted by its Board and the Township of Glenburn have hereunto set their names and seals, duly signed and attested by their proper officers pursuant to an Ordinance enacted by their respective Borough's Council or Board of Supervisors as the case may be.

ATTEST:

ABINGTON REGIONAL WASTEWATER
AUTHORITY


Secretary

By:


Chairman

ATTEST:

TOWNSHIP OF GLENBURN


Secretary

By:


Chairman

ACKNOWLEDGEMENT OF BORDER REALTY ASSOCIATES, LLC

Border Realty Associates, LLC, on behalf of itself, its successors, heirs and/or assigns (“Border Realty”) hereby acknowledges and agrees that any and all tapping fees charged by ARWA per Resolution No. 2 of 2011, as referenced in Paragraph 1.03 above, or any future resolution are applicable to the properties comprising the Premises. Border Realty further acknowledges that the Treatment Agreement dated December 13, 2006 between Border Realty and the Clarks Summit-South Abington Joint Sewer Authority is null and void and no longer in effect.

BORDER REALTY ASSOCIATES, LLC

By: _____

Title: _____

Print Name: _____

EXHIBIT A

DESCRIPTION OF THE JOINT SEWAGE FACILITIES OF THE ABINGTON REGIONAL WASTEWATER AUTHORITY

JOINT INTERCEPTOR SEWER:

The Joint Interceptor Sewer begins at an existing manhole which is located approximately 600 feet north of the Pennsylvania Turnpike Bridge, along the northerly side of Route 6 and 11, also known as Northern Boulevard, in the Township of South Abington. From this point such Joint Interceptor Sewer crosses Northern Boulevard and continues along Northern Boulevard in a southerly direction approximately 9200 feet to the site for the Joint Sewage Treatment Plant, hereinafter mentioned, located at the intersection of Northern Boulevard and Scott Road.

JOINT SEWAGE TREATMENT PLANT:

The Joint Sewage Treatment Plant is a modified activated sludge process plant which was constructed with an initial capacity of approximately one million gallons per day and subsequently increased to approximately _____ million gallons per day. The Joint Sewage Treatment Plant site is located in South Abington Township on the northwest corner of the intersection of Scott Road and Northern Boulevard.

ACKNOWLEDGEMENT OF BORDER REALTY ASSOCIATES, LLC

Border Realty Associates, LLC, on behalf of itself, its successors, heirs and/or assigns ("Border Realty") hereby acknowledges and agrees that any and all tapping fees charged by ARWA per Resolution No. 2 of 2011, as referenced in Paragraph 1.03 above, or any future resolution are applicable to the properties comprising the Premises. Border Realty further acknowledges that the Treatment Agreement dated December 13, 2006 between Border Realty and the Clarks Summit-South Abington Joint Sewer Authority is null and void and no longer in effect.

BORDER REALTY ASSOCIATES, LLC

By:  
Title: PTNR. MEMBER
Print Name: DAVID BOTSCHEINER MARK YOUNG