

**AMENDED AGREEMENT RELATING TO INSTALLATION,
OPERATION, AND MAINTENANCE OF SEWAGE TREATMENT FACILITIES**

THIS AGREEMENT MADE this 11th of September, 2015, by and between **FAIRFIELD TOWNSHIP, WESTMORELAND COUNTY, PENNSYLVANIA**, by the undersigned Supervisors of said Township, hereinafter called the "Township,"

AND

OUTSIDE-IN SCHOOL OF EXPERIENTIAL EDUCATION, INC., owners of real estate situate in Fairfield Township, Westmoreland County, Pennsylvania, identified as Tax Map Parcel 48-22-004-004, hereinafter called "Owners".

WHEREAS, Owners and Township have previously entered into an "Agreement Relating to Installation, Operation, and Maintenance of Sewage Treatment Facilities", dated September 16, 1999 for the installation of a sewage treatment system on their property situate in Fairfield Township, Westmoreland County, Pennsylvania; and

WHEREAS, Owners now wish to increase the capacity of their sewage system to 10,000 gallons per day and to replace the system with a newly constructed sewage treatment plant, and as such has submitted an Update Revision to the Township's Official Sewage Facilities Plan; and

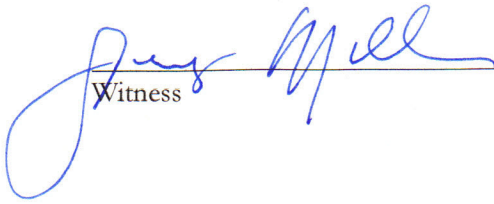
WHEREAS, the Township is willing to enter into this maintenance agreement upon the approval of the Department of Environmental Protection, subject to certain terms, conditions and limitations, all of which are hereafter set forth.

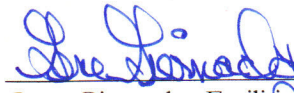
NOW THEREFORE, in consideration of their mutual promises and conditions as hereinafter set forth, and in consideration of the fact that all parties hereto intend to be legally bound hereby, it is covenanted and agreed by and among Township and Owners as follows:

1. Prior to construction of the facilities contemplated herein, Owners shall provide to Township, a Maintenance Bond (the "Bond") securing performance of the covenants and conditions herein set forth in the amount of TEN THOUSAND (\$10,000.00) DOLLARS., by a corporate surety, being a reliable insurance company authorized to do business in the Commonwealth of Pennsylvania, acceptable to the Township. Said Bond shall be renewable annually with notice to the Township of its renewal until such time as the public sanitary sewer facilities which accommodate the premises are no longer in service. The parties agree that the amount of the bond posted shall be subject to review on the fifth year anniversary of this agreement. The parties agree that review of the bond amount shall include review by the Township Sewage Enforcement Officer of all relevant operating cost data.
2. All of the remaining provisions of the Agreement dated September 16, 1999, not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date first above written.

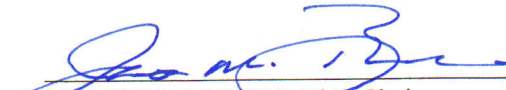
OUTSIDE-IN SCHOOL OF EXPERIENTIAL
EDUCATION, INC,


Witness

BY: 
Gene Giernacky, Facilities Manager

FAIRFIELD TOWNSHIP

By: 
VAUGHN E. TANTLINGER, Chairman


JAMES M. BROWN, Vice-Chairman

ATTEST:


PAUL J. ALTIMUS, Supervisor


EMMA J. BRENDLINGER, Secretary