CONEWAGO TOWNSHIP MUNICIPAL AUTHORITY
541 OXFORD AVENUE
HANOVER, PA 17331

Meeting Minutes
March 9, 2026

The Conewago Township Municipal Authority met on March 9, 2026, for their Reorganization and Regular Meetings at the Township Office.

Chair Lawrence brought the meeting to order at 5:30 p.m. with the Pledge to the Flag and a moment of silence.

The following were in attendance:

Andrew Lawrence, Chair	Ernest Hossler, Vice Chair	Louann Boyer	Kevin Fox, P.E.
Robert Miller, Secretary/Treasurer	Earl Myers	Solicitor Joseph Erb	David Arndt, Jr.

Township Maintenance Manager, Scott Small and Gannett Fleming's, Ben Mayers were in the audience.

All attendees were provided with a copy of the Reorganization Meeting Agenda. On Friday, March 6, 2026; the agenda was placed on the Conewago Township website and the bulletin board in the township lobby.

Agenda

- Earl Myers **motioned** to approve the Reorganization Agenda as submitted. Ernest Hossler made the second.

Approved: Vote 4-0

Appointment of Louann Boyer to the Municipal Authority Board

- Chair Lawrence introduced Louann Boyer as a member of the Authority Board.

Reorganization

- Chair Lawrence requested the Solicitor, Joseph Erb, to preside over the meeting to begin the reorganization. Solicitor Erb asked the board to entertain a motion for Chair. Secretary/Treasurer Miller made a **motion** to nominate Andrew Lawrence as Chair. Earl Myers made the second. There were no other nominations for Chair. There was no discussion. The Board voted unanimously for Andrew Lawrence as Chair.

- Solicitor Erb turned the meeting over to Chair Lawrence who asked for nominations for Vice Chair. Secretary/Treasurer Miller made a **motion** to nominate Ernest Hossler as Vice Chairman. Earl Myers made the second. There were no other nominations for Vice Chair. There was no discussion. The Board voted unanimously for Ernest Hossler as Vice Chair.

- Chair Lawrence requested nominations for Secretary/Treasurer. Vice Chair Hossler made a **motion** to nominate Robert Miller as Secretary/Treasurer. Earl Myers made the second. There were no other nominations for Secretary/Treasurer. There was no discussion. The Board voted unanimously for Robert Miller as Secretary/Treasurer.

- Secretary/Treasurer Miller motioned to adopt June 8, 2026; September 14, 2026; and December 14, 2026; beginning at 5:30 p.m., as their regularly scheduled meetings. Earl Myers made the second. The Board voted unanimously for the meeting dates as advertised.

- Chair Lawrence acknowledged Holly Zepp as the Municipal Authority Administrator at the established 2026 rate.

- Chair Lawrence acknowledged the following: Gannett Fleming as the Engineer and Barley Snyder as the Solicitor.

End of Reorganization

Regular Meeting Portion

All attendees were provided with a copy of the Regular Meeting Agenda. On Friday, March 6, 2026, the agenda was placed on the Conewago Township website and the bulletin board located in the township lobby.

- Secretary/Treasurer Miller **made** a motion **to** approve the agenda, as submitted. Vice Chair Hossler made the second. **Approved: Vote 5-0**

1. Minutes

- Earl Myers **made** a motion to approve the minutes of the Regular Meeting held December 9, 2024, as submitted. Secretary/Treasurer Miller made the second**.** **Approved: Vote 5-0**

2. Communications

- Nothing was submitted.

3. Public Comment

- There was no public comment.

4. Controller's Report

- **Treasurer's Report**
  Vice Chair Hossler made a **motion** to approve the Treasurer's Report, as submitted for December 1, 2025, to February 28, 2026. Secretary/Treasurer Miller made the second. **Approved: Vote 5-0**

- **QuickBooks Audit Trail Reports**
  Vice Chair Hossler made a motion to approve the QuickBooks Audit Trail Report for December 2025, January and February 2026. Earl Myers made the second **Approved: Vote 5-0**

- **Investments**
  Secretary/Treasurer Miller provided an update for the Investment Accounts through Edward Jones.

- **Reaffirm Bank Signers**
  Earl Myers made a **motion** to reaffirm the signers on the authority deposit accounts. The signers include the Township Manager, David Arndt, Jr., Township Clerk, Carly Goodfellow, the Municipal Authority Secretary/Treasurer, Robert Miller, and the Chair, Andrew Lawrence. Vice Chair Hossler made the second. **Approved: Vote 5-0**

- **Resolution 2026-A-Disposition of Records**
  Vice Chair Hossler made a **motion** to approve Resolution 2026-A-Disposition of Records. Louann Boyer made the second. **Approved: Vote 5-0**

- **2024 Audit by Brown Plus**
  Secretary Treasurer Miller made a **motion** to acknowledge the 2024 Audit. Earl Myers made the second. **Approved: Vote 5-0**

- **Appointment of Auditing Firm**
  Vice Chair Hossler made a **motion** to Authorize Holly Zepp to contract with the same auditing firm as the Township. Earl Myers made the second. **Approved: Vote 5-0**

5. Past due sewer bills and requests for waivers

- **Past Due Sewer Accounts**
  Holly Zepp was directed to proceed as usual regarding past due accounts.
  Chair Lawrence asked to have Holly Zepp email the members regarding the Gant Property.

- **Requests for Adjustments**
  The Township requested an adjustment to its sewer account 716105-0, due to a water leak outside. Secretary/Treasurer Miller made a motion to credit Conewago Township's sewer account 716105-0 the amount of $4163.85. Vice Chair Hossler made the second. **Approved: Vote 5-0**

6. Engineer Report by Kevin Fox, P.E. of GFT fka Gannett Fleming

- **Quarterly Report**
  - **a.** Kevin Fox reviewed the quarterly Engineer's Report. The report will be a part of the official minutes.

  - **b. 2025 Engineer's Annual Report**
    Earl Myers made a motion to acknowledge the 2025 Engineer's Annual Report prepared by Kevin Fox of GFT. Secretary/Treasurer Miller made the second. **Approved: Vote: 5-0**

  - **c. Chapter 94 Report for 2025**
    Earl Myers made a motion to acknowledge the Chapter 94 Report for 2025 prepared by Kevin Fox of GFT. Vice Chair Hossler made the second. **Approved: Vote: 5-0**

  - **d. Rate Increase Discussion**
    Kevin Fox gave a presentation analyzing possible sewer rate increases and explained why an increase is necessary.

    Earl Myers made a **motion** to have Holly Zepp send out an email with available dates to organize a special meeting with the Board, the Engineer and the Solicitor; to discuss rate increases and to authorize the solicitor to prepare a Resolution adopting the rate increase. The second was made by Louann Boyer. **Approved: Vote 5-0**

    Kevin Fox was directed to schedule a meeting with PennVest to include Chair Lawrence, secretary Treasurer Miller, Holly Zepp and himself.

  - **e. Gannett Fleming Name Change**
    Secretary/Treasurer Miller made a **motion** to approve the engineer's name change from Gannett Fleming's to GFT. Vice Chair Hossler made the second. **Approved: Vote 5-0**

7. Report from Solicitor Joseph Erb, Jr.

- Solicitor Erb stated he drafted a letter to be sent to the residents regarding the rate increase and will work with Holly Zepp on getting it completed.

8. New Business

- Township Manager Arndt advised the Board that he was approached by an individual inquiring about purchasing the property along Oxford Avenue that the Authority owns. The board may be interested in selling the property if all of the fees involved with the property transfer are paid by the buyer. Township Manager Arndt will have a conversation with the individual and give an update at the next meeting.

- Secretary/Treasurer Miller advised the Board that he had a conversation with State Representative, Dan Moul, regarding grants the authority may be able to obtain. Secretary/Treasurer Miller stated that Mr. Moul will issue a letter of support for the Authority and recommended using the company, GMS, for help in getting grants.

9. Old Business

- There was no old business.

10. Announcements/Comments

- Board of Supervisors Meeting: March 16, 2026, at 6:30 p.m.
- Zoning Hearing Board: April 1, 2026, at 6:00 p.m.
- Planning Commission: April 2, 2026, at 6:00 p.m.
- Municipal Authority: June 8, 2026, at 5:30 p.m.

At 7:11 p.m., Earl Myers made a **motion** to adjourn. Vice Chair Hossler made the second.

Approved: Vote 5-0

Respectfully Submitted,
Holly Zepp, Municipal Authority Administrator

GFT

Ingenuity That Shapes Lives™

Municipal Authority Engineer's Quarterly Report
Conewago Township, Adams County, PA
Meeting Date: March 9, 2026

This report is provided to assist the Authority in maintaining a specific understanding of the various capacities in which our firm is providing engineering consulting services, on a quarterly basis. While it is an attempt to provide a comprehensive outline of issues and projects that we are engaged in, it may not be all inclusive, as there are some efforts that are still in the initial stages of effort or that begin and end prior to the Authority meeting. We are pleased to outline the following for your review and consideration.

1. DEVELOPMENTS

Mavis Tire *(There has been no new development since last report.)* This project is currently served by a holding tank facility to provide sewerage management until a formal decision is made if the sewer will flow to Penn Township, or a future line to Conewago Township, or continue to be served by a holding tank. PA DEP recognizes a holding tank as a permanent solution if the flows are less than 800 gpd and it is a commercial use.

Eagle Rock (Ninety (90) single-family dwellings.)

- Phase 1: Construction commenced in the spring of 2023. All the sanitary sewers for Phase 1 are installed. All corrections to the sanitary sewers and manholes were made on September 16, 2024 and November 8, 2024. All acceptance testing is completed.
- On October 16, 2023, the developer requested a reduction of their Bond reducing the bond amount from $1,083,876.86 to $502,185.46. The Board approved the reduction on December 11, 2023.
- Phase 2: JA Myers Homes submitted shop drawings on August 22, 2025. GFT reviewed the shop drawings and determined they were acceptable.
- JA Myers Homes began construction of Phase 2 in January 2026. All sewer mains and service laterals were constructed. Acceptance testing is required to be performed.

Blettner Ave Snack Food Plant – *(There has been no new development since last report.)* 293 Blettner Ave. LLC, constructed a new warehouse building and wastewater pretreatment facility located at 293 Blettner Avenue in Conewago Township. The development is an industrial property with an estimated average water demand of 12,000 gallons per day (GPD) and maximum demand of 17,300 GPD. The wastewater is conveyed by the CTMA's interceptor for approximately 1,700 feet at which point the wastewater enters the Hanover Borough's interceptor and conveyed to the Hanover Borough's WWTF. On October 23, 2023, the contractor bore into the existing manhole and constructed the private sewer main to serve the facility. On May 1, 2024, the sanitary sewer lateral passed the acceptance test. As-built drawings are required to be submitted. On December 3, 2024, GFT contacted the developer's engineer to inquire the status of the as-builts. The developer's engineer stated the drawings will be provided in the near future. On June 2, 2025, GFT, contacted the developer's engineer to inquire the status of the as-builts. The developer's engineer did not respond. On September 2, 2025, GFT emailed the developer's engineer to inquire the status of the as-builts. No response was received. According to the developer's engineer, Rettew, as-builts are currently being prepared.

Conewago Township Elementary School – *(There has been no new development since last report)* Conewago Valley School District proposes to construct building additions totaling 36,500 square feet to the existing Conewago Township Elementary School and to construct a 1,200 square foot stand along maintenance building on the school property. According to K&W Engineers, the estimated additional wastewater flow is 751.06 gallons, or an additional 3.27 equivalent dwelling units (EDUs) based on 230 gallons per day (gpd) per EDU. The 230 gpd is calculated on the average household size of the municipality from the 2020 U.S. Census (2.55 people per household) and a usage of 90 gpd per person. On July 16, 2024, GFT provided a comment letter on the proposed expansion. According to Conewago Valley School District's engineer, K &W Engineers, construction has started on the eastern building addition of the school.

Divert PA Project Co., LLC – In the beginning and late February 2025, the developer, Divert PA Project Co., LLC, submitted Land Development Plans. Divert proposes to construct an Integrated Diversion and Energy Facility (facility) that would convert wasted food into natural gas. The facility will consist of a 75,000 square foot structure located along Oxford Avenue in Conewago Township. On February 19, 2025 and on March 3, 2025, GFT provided comment letters on the proposed sanitary sewer lateral from the facility to the Authority's sewer system.

On March 31, 2025, GFT notified the developer to provide an accurate estimated flow for the tapping fee as well as the planning module. Until an accurate estimated flow is provided, the tapping fee will not be calculated, and the planning module review will not be conducted.

On July 3, 2025, Divert submitted a revised planning module for an average wastewater flow of 75,000 gallons per day. Divert is proposing to connect into existing Manhole OA17 located along Oxford Avenue. From Manhole OA17 the flow will be conveyed via gravity through two sections of the Authority's collection system (Manhole OA17 to Manhole OA16, and Manhole OA16 to Manhole R53), approximately 510 feet, before entering Hanover Borough's conveyance system at Manhole R53. GFT reviewed the planning mode and completed a table in the planning module forms that discusses current and peak flows along with expected projected flows in 5 years. The Authority's system can accommodate the estimated flow. The Municipal Authority Administrator signed the planning module on July 18, 2025.

→ On January 8, 2026, DEP conditionally approved the Water Quality Management Part II permit for the proposed facility. The condition is that the permit needs to be in Authority's name. GFT will be prepared to discuss this matter with the Authority Board at the March 9, 2026 meeting.

Recent Capacity Request

No capacity requests were received in the past 3 months.

Intermunicipal Agreement: *(GFT does not know of any changes from the previous report.)* The Service Agreement between Hanover Borough, Conewago Township, Conewago Township Municipal Authority and McSherrystown Borough is dated November 15, 1982. The flows and capacities in the agreement are out-of-date. GFT recommends the agreement be amended. It is GFT's understanding the municipalities have met to discuss updating the intermunicipal agreement.

2. PLANNING

Mapping – Our office assists with updates to the Sanitary Sewer Mapping (GIS) Platform, as needed, to reflect CCTV data and normal database upkeep and maintenance.

→ As requested by the Township, GFT is communicating with C.S. Davidson to transfer storm sewer information from GFT to C.S. Davidson.

3. AUTHORITY PROJECTS

W. Elm Avenue, SR 2008 Project

PennDOT is planning to perform road improvements on portions of West Elm Avenue from the intersection of West Elm Avenue and N Oxford Road (3rd Street) to the Hanover Borough line. PennDOT's work includes base replacement, minor drainage improvements, milling and resurfacing, and sign and pavement markings. The Authority has sanitary sewers under West Elm Avenue where PennDOT is planning to perform their work. There is approximately 2,700 feet of sanitary sewer main within PennDOT's project. The sanitary sewer diameters consist of 8, 10 and 12-inches. The sanitary sewer pipe material is vitrified clay and the manhole material is precast concrete. At the September 2022 Board meeting, the Board decided to replace the sanitary sewers within the PennDOT project and have the work performed by PennDOT's contractor. On November 7, 2023, GFT was informed by PennDOT's consultant that PennDOT's contractor will not go beyond PennDOT's current right-of-way even though the Authority may have an existing recorded easement that permits sanitary sewer to be replaced on private property. This means approximately 330-feet of sewer mains and two manholes will not be replaced by PennDOT (Manhole MW1 to Manhole MW 1B).

On March 10, 2025, the Authority Board decided to relocate the sewer mains away from the existing water mains, and existing and proposed gas mains. The Authority Board directed GFT to re-design the sewer mains. GFT provided an estimated construction cost between $1.2 and $1.6 million. The current bid date for this project is November 6, 2025, and the contractor's anticipated Notice to Proceed is on December 18, 2025.

On July 25 and 28, 2025, GFT provided to PennDOT the re-design of the sanitary sewer replacement. The information provided to PennDOT included CAD and pdf files of the sanitary sewer replacement, specifications and a construction cost estimate. The construction cost estimate included the required 15% contingency. An updated construction cost estimate was provided to PennDOT on July 28, 2025 and to the Authority Board on September 8, 2025. The Let date is May 21, 2026.

→ PennDOT has revised the Let date of this project. Let date means bids are opened by PennDOT. The new Let date is July 16, 2026. PennDOT will require the Authority to sign an agreement. The agreement will be prepared by PennDOT.

Sewersheds 2 and 7 Sanitary Sewer Replacement

Columbia Gas is planning to replace their gas mains in a large area within and outside Conewago Township. The Authority televised their existing sewer mains within the Columbia Gas project area. At the September 9, 2024, Authority Board meeting, the Board decided to replace the existing sanitary sewer mains and service laterals (from the sewer main to the curb/road rights-of-way) in a large area of Sewersheds 2 and 7 due to the condition of the sewers.

The estimate construction cost to replace the sewer mains and service laterals in Columbia Gas project area is between $3.3 and $3.7 million depending upon sharing of the resurfacing of the roads. As reported on September 9, 2024, there are approximately 5,800 feet of sewer main and 3,600 feet of service laterals.

On October 30, 2024, representatives of the Authority and GFT met via Microsoft Teams with representatives of Columbia Gas and their engineer to discuss the Authority's and Columbia Gas' project areas, sharing of the roads wearing course, and the Authority's and Columbia Gas' construction schedules. On December 3, 2024, GFT followed-up with Columbia Gas to inquire if they will be delaying their project to allow the Authority project to proceed first, since the sewers are deeper. Originally, Columbia Gas was planning to start their project the first quarter of 2025. Columbia Gas is planning to begin construction the first quarter of 2026.

At the Mach 2025, Authority Board meeting, GFT provided a proposal for surveying and engineering design services for the replacement of the sewer mains and service laterals. The Authority Board approved the proposal in the amount of $147,000.

GFT has completed the survey and has begun the sanitary sewer replacement design. On June 3, 2025, Columbia Gas informed GFT that they will begin construction in 2025 instead of the first quarter of 2026. A Teams meeting was held on June 9, 2025 to coordinate the timing of the Authority's sewer replacement project and Columbia Gas project. Columbia Gas is still interested in sharing the road paving overlay cost with the Authority.

→ GFT is preparing the drawings and specifications for the project to be bid later this year. Columbia Gas decided to begin their project within the project area. As stated previously, Columbia Gas is interested in sharing the road paving overlay cost with the Authority for all the Township roads within the project area and have provided the attached draft agreement for consideration. GFT will be prepared to discuss this matter with the Authority Board at the March 9, 2026 meeting.

Other Sanitary Sewer Projects: (*There is no change from the last report.*)

At the December 8, 2025, Authority Board, the Board decided to perform other sanitary sewer projects due to the condition of the sewer mains. Below are other future sewer mains and laterals replacement projects.

- Squire Avenue, Squire Alley, South Madison south of Diller Road: The Public Works Manager suggests replacing the sewers on these roads. Therefore, all the sewer mains south of Third Street will be PVC or DIP.
  - Estimated sewer main length: 2,820 feet
  - Estimated service lateral length: 690
  - Estimated construction cost: $1,404,000
- Linden Avenue/N. Jefferson / Jackson Street/Lincoln Street: PennDOT will be replacing the sewer main and service laterals on West Elm Street. However, PennDOT will not complete the sewer runs onto these Township's streets.
  - Estimated sewer main length: 1,800 feet
  - Estimated service lateral length: 450 feet
  - Estimated construction cost: $900,000
- Linden Avenue/Ridge Avenue/Benn Avenue: Columbia Gas will be replacing their pipes on these roads in 2026 or later.
  - Estimated sewer main length: 1,830 feet
  - Estimated service lateral length: 810
  - Estimated construction cost: $1,056,000
- Maple Avenue/Linden Avenue/Jefferson Street/Jackson Street/Lincoln Street/Garland Street: Columbia plans to replace their pipes on these roads in 2027 or later.
  - Estimated sewer main length on Maple Ave: 2,140 feet
  - Estimated service lateral length: 1,800
  - Estimated construction cost: $1,380,000

Eisenhower Drive Extension Project

PennDOT has decided to proceed with the Eisenhower Drive extension. Johnson, Mirmiran & Thompson, Inc. (JMT) is assisting PennDOT to prepare construction plans. JMT has asked for the location of sanitary sewers and manholes for the extension. As approved by the Authority Board, GFT provided the information requested by JMT on August 19, 2023. In the future, it is anticipated PennDOT will provide design drawings of the Eisenhower Drive Extension to the Authority and sanitary manhole frames and covers may need to be adjusted.

PennDOT provided access to the preliminary drawings to GFT. The Eisenhower Drive extension consists of 3.7 miles of road extension with 4 roundabouts and 2.4 miles of adjacent road realignments. The impact to the Authority's sewer is approximately 13 manholes,1,000 feet of sewer main and 1,000 feet of force main. Most of the replacement/realignment of the sewer and force main will be in the 2 Roundabouts.

At the June 9, 2025 Authority Board meeting, the Authority decided to incorporate the sanitary sewer relocations into PennDOT's project. Incorporating the project, the Authority would receive a maximum reimbursement of 75%. There is a possibility the Authority could receive 0% reimbursement if certain milestones dates are not met. For any reimbursement, the work must be performed within PennDOT's easement, not on private land. GFT recommended Incorporating the work into PennDOT's contract. If the Authority's work is incorporated into PennDOT's contract, there are agreements and documents that are required to be prepared and signed and forms to be completed.

At the December 8, 2025 Authority Board meeting, the Board signed the Cost Sharing Request Letter and a Municipal/Authority Resolution in which the Authority is:

- Offering to pay 25 percent of the actual cost to relocate the Authority's facilities plus betterment,
- Requesting 75 percent reimbursement from PennDOT for cost, less betterment, incurred in relocating the sanitary sewers as required by PennDOT's Eisenhower Extension project.
- Agreeable to execute an agreement with PennDOT for which PennDOT will prepare and provide to the Authority in the near future,
- Required to meet certain dates as shown in the Cost Sharing Request Letter.

→ GFT continues to work on the utility location designs. PennDOT has revised the Let date of this project. The new Let date is June 24, 2027.

4. SEWER RATES

→ On February 5, 2026, GFT met with two representatives of the Authority Board, and the Authority and Township staff. The purpose of the meeting was to discuss future sanitary sewer rates with several known capital sanitary sewer projects that will occur in the near future. GFT will be prepared to present the rate model and discuss several scenarios.

5. WASTEWATER COLLECTION AND CONVENYANCE SYSTEM ANNUAL 2025 REPORT

→ The 2025 Annual Report was submitted to the Authority. The report indicates the overall condition of the sanitary sewer system from a maintenance, operational and financial perspective. Overall, the system is in relatively good condition.

6. 2025 MUNICIPAL WASTELOAD MANAGEMENET REPORT (CHAPTER 94 REPORT)

→ The Pennsylvania Department of Environmental Protection (PADEP) set forth general provisions and information requirements to be included in an annual report on all wastewater facilities. GFT completed this report and submitted it to the Authority for co-signature. On March 4, 2026, the signed report was then submitted to the Borough of Hanover for inclusion with their submission to PADEP. In summary, the existing CMTA facilities are adequately sized to accommodate known future projected growth.

7. CONSULTANT AGREEMENT AMENDMENT

→ GFT would like to amend the July 27, 2016 agreement between Conewago Township Municipal Authority and Gannett Fleming. The amendment is only to change the name from Gannett Fleming, Inc. to GFT Infrastructure, Inc. Attached is the proposed amendment. GFT will be prepared to discuss the document at the March 9, 2026, Authority Board meeting.

REIMBURSEMENT AND RELEASE AGREEMENT

THIS REIMBURSEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20___, by and between Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation ("Columbia"), and Conewago Township, a Pennsylvania political subdivision ("Municipality").

A. The Municipality and Columbia are entering into this Agreement to achieve economic and operational efficiencies;

B. Columbia has undertaken certain renovations and/or upgrades to its pipeline system located within the Municipality's public rights-of-way along Diller Rd, Jefferson St, Lincoln Dr , Madison St, and South St, (the "Project"), and Municipality agrees to perform the restoration and paving of the public rights-of-way disturbed by the Project;

C. as a one-time benefit, Columbia agrees to reimburse Municipality for the actual and reasonable expenses incurred by the Municipality for such restoration and paving work under the terms of this Agreement;

D. Municipality agrees to use the full amount of the Payment solely for the Work as defined in this Agreement: and

E. Municipality agrees to be solely responsible for the Work and is willing to release and indemnify Columbia for any and all claims and costs associated with such Work.

In exchange the promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. **Recitals.** The above recitals are made a part of this Agreement.

2. **Work:** Municipality agrees to be solely responsible for and perform the work described below: (i) through its own employees and/or its contractors, and (ii) in accordance with all applicable rules and regulations including, but not limited to, Municipality's paving and restoration standards (the "Work"):

(a) Asphalt mill and overlay, as per Municipality's street opening ordinance, of the roadway surfaces of Diller Rd, Jefferson St, Lincoln Dr , Madison St, and South St.

3. **Payment:** Within thirty (30) days of receipt of invoices and supporting evidence of the cost incurred by the Municipality for the Work, Columbia shall make a payment of [INSERT PAYMENT AMOUNT OR CALCULATION] ("Payment") in the form of a check made payable to the Municipality. The receipt and sufficiency of the Payment as compensation in full for any and all costs and damages associated with the Project, is acknowledged by the Municipality. Municipality waives all permit fees, street opening fees, or right of way costs associated with the Project and Columbia shall not be responsible to pay for or reimburse Municipality for any costs associated with any restoration of roads that were not disturbed by Columbia during the Project.

4. **Release and Waiver:** Municipality represents and covenants that Columbia shall not be held liable or responsible for any costs, damages, defects, defaults or failures, including but not limited to any type of pavement failure (e.g., settlement, development of potholes, fatiguing cracks, reflection cracks, seam cracks, etc.) or failure to comply with any federal, state or local laws, rules or regulations, arising from or related to the Work.

To the extent allowed by law, Municipality releases and forever discharges Columbia and its parent company, affiliates and/or subsidiaries, and all of their respective employees, officers, directors, agents and shareholders (collectively, "Released Parties"), from all claims, suits or actions related to or arising from Municipality's performance of the Work and or the granting of waivers contained in this Agreement which Municipality or any third party has or may hereafter have for loss, damage, expenses or injuries of any kind including, but not limited to, damage or injury to any Municipality roadway, property, employee, agent, representative or contractor. To the extent allowed by law, Municipality shall indemnify and defend the Released Parties from all such claims, demands, suits or causes of action at its own costs and expense without reimbursement from Columbia or any other of the Released Parties.

5. **Governing Law:** This document is subject to and governed by the substantive law of the Commonwealth of Pennsylvania. This document shall be construed to provide the broadest possible protection to the Released Parties.

6. **Miscellaneous:** This Agreement is unique and applies to this Project only and shall have no effect on any future work done by Columbia within the Municipality. This Agreement shall be construed to provide the broadest possible protection to the Released Parties. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, then it shall be construed as reformed to the extent necessary to render such provision valid, and this Agreement shall remain fully enforceable and in effect as reformed. This Agreement contains the entire agreement between the Municipality and Columbia, and all of the terms of this Agreement are contractual and not mere recital. The captions and heading used in this Agreement are convenience only and shall not affect the interpretation or meaning of the Agreement. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same instrument. A facsimile or pdf signature to this Agreement shall be legally binding and considered in all manner and respects as an original signature. This Agreement may only be modified by a written instrument signed by authorized representatives of the Municipality and Columbia.

[Signature pages to follow.]

The parties have executed this Agreement as of the date first written above.

BY SIGNING BELOW, I REPRESENT THAT I HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF _____, PENNSYLVANIA.

[_____]

_____

Title: _____

Date: _____

COLUMBIA GAS OF PENNSYLVANIA, INC.

_____

Title: _____

Date: _____

AMENDMENT TO AGREEMENT FOR PROFESIONAL SERVICES
BETWEEN
CONEWAGO TOWNSHIP MUNICIPAL AUTHORITY AND GANNETT FLEMING, INC.

This AMENDMENT ("**Amendment**") to the Agreement for Professional Services dated 27th day of July ,2016 (the "**Agreement**") by and between Conewago Township Municipal Authority ("Client") and Gannett Fleming, Inc. ("Engineer"). Client and Engineer are hereinafter collectively referred to as the "Parties" is effective as of_____2026 ("**Amendment Date**").

WHEREAS, Gannett Fleming, Inc. changed its name to GFT Infrastructure, Inc. by an amendment to its certificate of incorporation effective May 30, 2025; and

WHEREAS, Client and Gannett Fleming, Inc. desire to amend the Agreement to reflect the above-mentioned name change.

NOW, THEREFORE, as of the Amendment Date, in consideration of the mutual agreements contained herein, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. The Agreement is amended by replacing the name "Gannett Fleming, Inc." with the name "GFT Infrastructure, Inc." wherever it appears in the Agreement.

2. This Amendment accomplishes a change of corporate name only and (i) all rights and obligations of Client and GFT Infrastructure, Inc. as set forth in the Agreement remain in full force and effect, and (ii) all terms and conditions of the Agreement which are not expressly modified herein shall be unaffected.

IN WITNESS WHEREOF, Client and GFT Infrastructure, Inc. (formerly Gannett Fleming, Inc.) have executed this Amendment by signature of their duly authorized officer the day and year first written above.

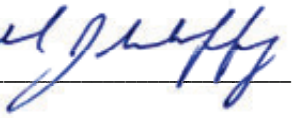
Conewago Township Municipal Authority

Signature:_____

Printed Name: _____

Title: _____

GFT Infrastructure, Inc.

Signature: 

Printed Name: Michael Mehaffey

Title: Vice President