

AGREEMENT FOR THE PROTECTION
OF A PORTION OF THE
WESTERN LEHIGH INTERCEPTOR

THIS AGREEMENT made this *29th* day of *September* 1986,
by and between the COUNTY OF LEHIGH ("County"), a Pennsylvania
county of the second class,

AND

LEHIGH COUNTY AUTHORITY ("Authority"), a Pennsylvania municipal
authority.

WITNESSETH:

WHEREAS, on 30 June 1969, The F. & M. Schaefer Brewing
Co. ("Schaefer"), the County, the Authority and Upper Macungie
Township ("Township") entered into an agreement ("1969
Agreement") which, among other things, provided that Schaefer
could discharge wastewater within certain parameters, which
wastewater would be transported in the Authority's Western
Lehigh Interceptor ("Interceptor"); and

WHEREAS, an amendment to the 1969 Agreement was entered
into in December 1977 ("1977 Amendment") which modified the
prior agreement; and

WHEREAS, in September 1983 Schaefer was merged into its
parent corporation, the F. & M. Schaefer Corporation, which in
turn was merged into The Stroh Brewery Company ("Stroh"); and

WHEREAS, another amendment, entitled Incremental Capacity Amendment (1986 Amendment") has been negotiated by the parties whereby the County will expand its proposed pretreatment facilities ("New PTP") to facilitate an expansion of the Stroh manufacturing plant in Fogelsville; and

WHEREAS, the 1986 Amendment allows Stroh to discharge wastewater at a higher strength and in greater volume than Stroh was allowed to discharge under the 1969 Agreement and 1977 Amendment; and

WHEREAS, Stroh's increased wastewater discharge will flow through a portion of the Interceptor upstream of the New PTP ("Affected Interceptor"); and

WHEREAS, Lehigh County has entered into an agreement dated August 15, 1978 whereby the County designated the Authority as its agent to operate and maintain the Interceptor; and

WHEREAS, it has been determined through engineering studies conducted by LCA that the Affected Interceptor may be harmed by Stroh's increased wastewater discharge;

NOW THEREFORE, it is agreed by and between the parties hereto, as follows:

1. The County, using its best efforts, shall insure that a minimum pH level of 9.0 is maintained for Stroh's discharge leaving the brewery site. At such times that the pH

of the discharge is less than 9.0, the County will take corrective measures within 24 hours to assure that the pH level returns to 9.0 or higher. The County shall install a pH monitor at a suitable location, with the intent that the location shall include all of Stroh's discharge prior to combination with a non-Stroh waste stream in the Affected Interceptor.

2. The Authority will clean and televise the Affected Interceptor within six (6) months of the startup of the New PTP. In addition, immediately following said activity, the Authority will remove no fewer than three (3) core samples and no more than seven (7) core samples, with selection of core sample sites from the Affected Interceptor to be approved by the County and its Engineer. The results from the televising and core sampling analysis shall be reviewed with the County and its Engineer, to establish the baseline condition of the Affected Interceptor.

3. The Authority shall clean and televise the Affected Interceptor periodically, and upon review with the County, and if necessary, remove additional core samples to compare the then current conditions to the determined baseline conditions of the Affected Interceptor, as established in paragraph #2 above. If it is determined that degradation of the Affected Interceptor has occurred as a direct result of the incremental increase in strength of Stroh's wastewater discharge above the

1969 Agreement and 1977 Amendment, simultaneous with pH conditions of less than 9.0, the County will complete an evaluation of potential protective measures for the Affected Interceptor within sixty (60) days. Based upon that evaluation, the County agrees to take additional measures to protect the Affected Interceptor from further deterioration. Such protective measures, taken at the County's expense, shall be in a form acceptable to the Authority. It is the intent of the parties, that the County shall not be responsible for normal wear and tear to the Affected Interceptor, but rather only that degradation of the Affected Interceptor which shall occur as a direct result of Stroh wastewater discharge above those permitted in the 1969 Agreement and 1977 Amendment, in conjunction with pH discharge of less than 9.0.

4. If the parties are unable to agree on either the baseline condition or the determined future degradation of the Affected Interceptor, a neutral expert shall be selected by mutual consent of the County and the Authority to review the data and issue an opinion of the condition of the Affected Interceptor. If the parties are unable to agree on an expert within sixty (60) days, they shall petition the Court of Common Pleas of Lehigh County to appoint such an expert. The opinion of that expert shall be binding upon the parties.

5. The Authority shall be afforded access to the pH monitor, charts, and related facilities after reasonable

notice has been given to the County.

6. The County shall indemnify the Authority against any liability incurred as a result of the County's obligations under this Agreement and/or design, construction, maintenance or operation of any facilities required to implement the County's obligations specified in this agreement.

7. If any provision hereof shall be held to be invalid, such invalidity shall not affect any other provision hereof, and the remaining provisions shall be construed and enforced as if such invalid provision had not been contained herein. The laws of the Commonwealth of Pennsylvania shall govern construction hereof.


8. This Agreement may be executed in multiple counterparts each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers as of the day and year indicated above.

COUNTY OF LEHIGH

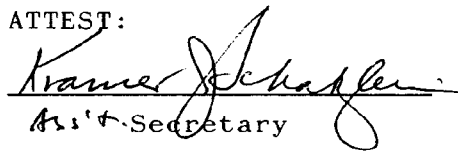
ATTEST:

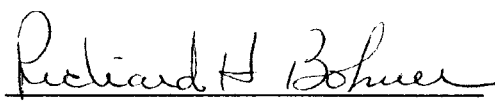


By: 

LEHIGH COUNTY AUTHORITY

ATTEST:


Asst. Secretary

By: 
Chairman