



FORTY FORT BOROUGH

REQUEST FOR QUALIFICATIONS FOR SANITARY SEWER SYSTEM SALE EXPLORATION

RELEASED: MAY 15, 2026

RESPONSES DUE: JUNE 5, 2026

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Section 1

Overview of RFQ and Process

1.1 Overview of RFQ Process

Forty Fort Borough (“Forty Fort” or “Borough”) is considering a sale of its sanitary sewer system (the “Sale”).

This Request for Qualifications (“RFQ”) is the first step in a potential two-stage procurement process, with the second step being the Request for Bids (“RFB”). Firms receiving this RFQ shall be referred to herein as “Prospective Proposers.” The purpose of this RFQ is to provide Prospective Proposers an opportunity to formally express their interest in bidding on the Borough’s sewer collection and conveyance system assets described in Section 2 hereof (the “System”). Prospective Proposers whose submissions in response to this RFQ are deemed unqualified cannot participate in the RFB process and are not eligible for award of the Sale. Prospective Proposers that express an intent to submit a response to this RFQ will be asked to sign a Confidentiality and Data Room Usage Agreement (“Confidentiality Agreement”) and will receive access to an on-line data room which will provide additional information concerning the System. Qualified Prospective Proposers may also have the opportunity to conduct additional due diligence on the System through (i) System tours and additional inspections by qualified Prospective Proposer representatives; (ii) management presentations (if applicable); and (iii) review and discussion of a proposed purchase agreement (the “Purchase Agreement”) for the System. Following this due diligence process, final and binding proposals may be submitted in accordance with a RFB that may be issued to the qualified Prospective Proposers.

The Borough reserves the right to determine, in its sole discretion, whether any Prospective Proposer is qualified to participate in the RFB process. The Borough reserves the right to modify or terminate this RFQ process and/or the RFB process at any stage if it determines such action to be in its best interests. The receipt of proposals or other documents at any stage of either the RFQ or the RFB process will in no way obligate the Borough to enter into any contract at any time with any party. The Borough will not be responsible in any manner for the costs associated with the submission of any proposals in response to this RFQ, the RFB process or any subsequent procurement. The Borough reserves the right to reject any and all proposals, irrespective of whether any such proposal is the only proposal received or one of a number of proposals representing the most favorable transaction terms. The Borough may or may not authorize the release of a RFB which would define the terms and conditions of the Sale in accordance with the tentative schedule provided herein.

Section 2

Description of the System

2.1 Description of the System

Forty Fort Borough owns and operates a sanitary sewer collection and conveyance system serving the borough in Luzerne County, Pennsylvania. The system consists of approximately 68,500 linear feet of sewer main ranging in size from 6-inch to 12-inch pipe. Wastewater collected by the system is conveyed to the Wyoming Valley Sanitary Authority (“WVSA”) for treatment, and the Borough does not own or operate a wastewater treatment plant. The system is currently operated by Borough personnel.

Forty Fort was incorporated in 1886 and experienced substantial residential development during the late 19th and early 20th centuries. Like many municipalities in the Wyoming Valley, underground utility infrastructure, including sanitary sewer facilities, was developed incrementally as the borough urbanized from farmland into a residential community. Most sewer infrastructure in similarly situated municipalities was historically constructed beneath public streets and rights-of-way as development expanded throughout the early-to-mid 1900s.

The Borough is a participating municipality of the Wyoming Valley Sanitary Authority, a regional wastewater authority formed in 1962 to provide centralized sewage treatment service throughout the Wyoming Valley. Forty Fort entered into service agreements with WVSA in 1965 along with several neighboring municipalities. The regional interceptor system and treatment plant were constructed during the 1960s, and WVSA began wastewater treatment operations in Hanover Township in 1969. The creation of the regional system eliminated the continued discharge of untreated sewage into the Susquehanna River and established centralized wastewater treatment infrastructure for the region.

Today, Wyoming Valley Sanitary Authority provides wastewater treatment service to 36 municipalities across Luzerne County. The regional system serves approximately 95,000 equivalent dwelling units and more than 172,000 residents. WVSA operates extensive regional infrastructure, including interceptor mains, pumping stations, treatment facilities, and approximately 800 miles of sanitary sewer collection lines throughout the Wyoming Valley region.

The Forty Fort system is a collection and conveyance system that transmits sewage to the regional WVSA system for treatment. The Borough maintains a treatment agreement with WVSA.

Additional Information

- There are approximately 1,960 EDUs connected to the system.
- There is not debt tied to the sewer system.
- The Borough charges an annual flat sewer fee of \$137 per residential household and \$262 for a commercial and industrial use (collection only).
- Various financial reports will be included as an appendix to this RFQ.

Section 3

RFQ Submission Requirements

3.1 Qualification Requirements and Evaluation Criteria

This RFQ is open to Prospective Proposers who seek qualification to submit a proposal to purchase the System. Qualification will be based on a determination by the Borough, in its sole discretion, that the Prospective Proposer meets the qualifications highlighted in this RFQ. The Borough will assess each respondent's qualifications in the areas of experience and technical and financial capability. There will be no restriction as to the number of Prospective Proposers that may qualify under this RFQ. Certain Prospective Proposers may find that forming a team with partners will enhance their ability to meet the requirements of this RFQ. A team may consist of a prime/subcontractor relationship, a partnership or a joint venture, or any other arrangement that is legally binding under the laws of the Commonwealth of Pennsylvania. No change in the composition of a team after the RFQ process is completed shall be permitted without the prior consent of the Borough.

The Borough's evaluation will be based on the following criteria:

PROPOSER STRUCTURE

To qualify, the Prospective Proposer or with its partner(s)/joint venturers must demonstrate sufficient team structure with respect to the following areas:

1. Adequacy of proposed team structure to provide sufficient assurance that all technical and financial obligations will be met.
2. Adequacy of definition of roles and responsibilities of team members and key personnel.
3. Adequacy of disclosure of controlling interests and team integrity.

TECHNICAL CAPABILITY

To qualify, the Prospective Proposer must demonstrate technical capability with respect to the following areas of expertise:

1. Successful operation and maintenance of wastewater systems.
2. Customer service capabilities.
3. Customer safety, security, and environmental responsibilities.
4. Ability to execute an efficient, timely and seamless transition plan.
5. Capability to undertake required capital improvements.
6. Ability to offer other system enhancements with a demonstrated knowledge of technologies.

FINANCIAL CAPABILITY

To qualify, the Prospective Proposer must demonstrate financial capability with respect to the following areas:

1. Financial capability to make any upfront payment and undertake other commitments required under the Purchase Agreement.
2. Financial ability to maintain and upgrade the System.
3. Adequate sources of operating capital.
4. Ability to secure financing.
5. Ability to finance future asset expansion.

3.2 Format and Required Information

All RFQ submissions should follow the format outlined below and should be submitted via e-mail. Unnecessarily elaborate proposals are not being sought. Elaborate artwork, expensive paper and binding, and expensive visual and other preparation aids are neither necessary nor desirable. Any concerns with providing the required information should be communicated to the Advisor Representatives (identified in Section 3.4 below) in a prompt manner.

- A. Cover Page (to include identification of all team members)
- B. Cover Letter (2 pages maximum)
- C. Table of Contents
- D. Executive Summary (optional) (1 page maximum)
- E. Proposer Information
 - I. Description of Prospective Proposer: Provide a description of the team, including a description of all team members and the anticipated legal relationship (governance and capital structure) among the team members (e.g., partners, shareholders, members, operators, subcontractors, etc.) as appropriate. All equity investors should be identified.
 - II. Roles of Team Members and Key Personnel: Briefly outline the roles of the team members and key personnel. In doing so, please ensure that all the requirements as detailed in Section 3.1 are addressed.
 - III. Operator: Specifically identify the entity or entities that will act as operator of the System under the proposed Sale.
 - IV. Contact Person: Provide a single contact person for all future communication between the Borough and the Prospective Proposer. Please identify the contact person's name, title, organization, address, telephone number, and email address.
 - V. Controlling Interest: Identify the individuals or companies who hold a major or controlling interest in each team member.
 - VI. Expected Advisors: Identify the companies and individuals who are expected to act as legal, financial, or other advisors for the team.

- VII. Comparable Projects: Provide a list of comparable projects in which team members have participated. Prospective Proposers should specify how these comparable projects relate to the proposed Sale, their specific role(s) on these other projects, and the extent to which team members have worked together in prior projects.
 - VIII. Provide at least three references, if available, in which the team or team members have experience with wastewater system acquisitions with government entities. Include each reference's organization, title, e-mail and phone number.
- F. Technical Capability: Prospective Proposers must address the following areas with respect to technical capability:
- I. Operations and Maintenance Expertise: Prospective Proposers must provide evidence demonstrating their ability to operate and maintain facilities similar to the System. Specifically, Prospective Proposers should have:
 - a. substantial sewer system maintenance and operation experience.
 - b. advanced knowledge of sewer system maintenance, repair, construction, and practical application of equipment and materials in sewer system operations.
 - c. demonstrated understanding in sewer system aging behavior to assess and determine the applicability of remedial maintenance action.
 - d. all the capabilities necessary to successfully operate and maintain the System including sewer fee management and operations, administration, marketing and public relations.
 - II. Customer Service: Prospective Proposers must demonstrate their commitment to achieving the highest standards of customer service and satisfaction. Specifically, the Prospective Proposer must highlight its experience and qualifications providing excellent customer service to the public using its sanitary sewer services.
 - III. Safety and Security: Prospective Proposers must demonstrate their ability to address and resolve safety and security issues. Specifically, the Prospective Proposer should have:
 - a. knowledge of sewer system safety and security techniques and methodologies.
 - b. experience in emergency response.
 - IV. Capital Improvements: Prospective Proposers must demonstrate their ability to efficiently undertake prudent capital improvements to the System. Prospective Proposers must demonstrate expertise in relevant engineering standards, specifications, policies, practices, and processes.
- G. Financial Capability. Prospective Proposers should address the following areas with respect to financial capability:
- I. Financial Capacity to Make Upfront Payment, Maintain the System. Prospective Proposers must demonstrate their financial capacity to pay the upfront consideration and to maintain the System. To demonstrate sufficient financial capacity, the primary equity providers and operators must provide copies of audited financial statements for the past three years, together with any other relevant financial information. If audited financial statements cannot be provided, team members should provide enough financial information to demonstrate that they have the financial resources to successfully execute a project of this nature and scope.

- II. Ability to Raise Financing: Prospective Proposers must provide specific evidence demonstrating their ability to raise financing for a purchase of this nature and scope. Specific factors that will be assessed include:
 - a. capability of issuing debt and/or raising equity in the current capital market.
 - b. the number and size of past relevant transactions.
 - c. specific experiences on past relevant transactions.
- H. Confidentiality and Data Room Usage Agreement. Prospective Proposers must submit any proposed revisions to the Confidentiality Agreement for the Borough approval prior to signing the required Confidentiality Agreement exhibited in Section 5. **Prospective Proposers are asked to submit a signed Confidentiality Agreement by May 22, 2026 along with their intent to respond to this RFQ.** Prospective Proposers may then be given access data room.

Should the submission contain proprietary data which the Prospective Proposer does not want disclosed for any purpose other than evaluation of qualifications, the Borough will entertain requests for non-disclosure provided the firm identifies the appropriate sections/pages of the submission and the reason for doing so. However, Prospective Proposers are advised that the Borough is subject to the Pennsylvania Right to Know Law (the “RTKL”) and the provisions of the RTKL govern the release or retention of information submitted to the Borough. The Borough’s decision with respect to this issue will be final.

The Borough reserves the right to request a meeting or additional information from any Prospective Proposer at any time if it determines, in its sole discretion, that such information is necessary for consideration of the Prospective Proposer’s qualifications.

3.3 Advisors and Consultants to the Borough

The following firms are serving as advisors or consultants to the Borough (collectively, the “the Borough Advisors”) and are not able to provide service to any Prospective Proposers or participate as members of any team:

Financial Advisor(s):	PFM Financial Advisors LLC
Special Counsel:	Dilworth Paxson LLP
Solicitor:	Skubitsky & Molino
Engineer:	Benesch

Prospective Proposers may not rely on any of the foregoing firms for this RFQ, in determining any course of action in relation to the proposed transaction or otherwise and are advised to seek their own independent financial and legal advice with respect thereto. Prospective Proposers are required to disclose any conflicts of interest with respect to the parties listed.

3.4 Registration and Submission Instructions

Prospective Proposers that anticipate responding to this RFQ should indicate their intention by **noon, EDT on May 22, 2026** by providing contact information via e-mail to the Advisor Representatives listed below in this RFQ. Providing contact information will enable the Borough to contact the Prospective Proposer if necessary to amend this RFQ or for any other reason.

All contact should be directed only to the Advisor Representatives listed below. Prospective Proposers should not contact any officials or staff at the Borough regarding this RFQ. Any such contact will be grounds for disqualification.

Advisor Representatives

Scott Shearer
Managing Director
Phone: (717) 231.6262
shearers@pfm.com

Ben Kapenstein
Senior Managing Consultant
Phone: (717) 231.6268
kapensteinb@pfm.com

To respond to this RFQ, interested parties must deliver to the addresses below an electronic copy of the RFQ submission and 5 hard copies of the RFQ no later than **noon EST on June 5, 2026.**

Electronic copies should be sent to each of the following email address:

shearers@pfm.com

kapensteinb@pfm.com

barnone@fortyfort.org

No hard copies are necessary.

3.5 RFQ Evaluation Process

Upon submission of the qualification documents, the Borough staff and its Advisors (and any other persons or entities determined by the Borough in its sole discretion) will evaluate each Prospective Proposer based upon the information provided in response to Section 3.2. Submissions will be evaluated in their entirety on a Pass/Fail basis. If a Prospective Proposer is notified that it is not qualified to participate in the RFB process or to continue to participate in the RFQ process, it may request reconsideration by writing to the Advisor Representatives within five (5) calendar days of receipt of the Notice, setting forth in writing the reasons the determination should be reconsidered. The Advisor Representatives will notify the Prospective Proposer of a final determination within a reasonable time after receiving the request for reconsideration. The ultimate decision will be final and conclusive regarding this RFQ. In the event of a request for reconsideration, if there is no response provided within five business days, the request shall be deemed denied. the Borough reserves the right to pre-qualify or not pre-qualify any Prospective Proposer for any reason at its sole discretion.

The Borough reserves the right to modify or terminate this solicitation and pursue alternative options at any stage if it determines such action to be in its best interests.

3.6 Tentative Transaction Schedule

Prospective Proposers who are deemed qualified by the Borough, in its sole discretion, will be asked to participate in further due diligence, and may ultimately be asked to provide final and binding proposals to the Borough in order to purchase the System. Upon receipt of final proposals, the Borough may make its selection. The projected timing of this transaction will be as follows. This timeline is subject to change based on a variety of factors.

Timeframe	Action
May 2026	-Release Request for Qualifications ("RFQ")
June 2026	-Receive RFQ responses
June 2026	-Qualify bidders, sign confidentiality agreements
June 2026 - August 2026	-Negotiate transaction documents & meetings/tours with bidders
September 2026	-Release Request for Bids ("RFB")
October 2026	-Receive RFB responses
November 2026	-Public Information Sessions
December 2026	-Vote on approval of transaction
TBD	-Closing Process (PUC Process, Real Estate, Act 537, etc.)

Section 4

Confidentiality Agreement

4.1 Form of Confidentiality Agreement

CONFIDENTIALITY AND DATA ROOM USAGE AGREEMENT

This Confidentiality and Data Room Usage Agreement ("Agreement") is made as of this ___ day of _____, 2026, by and between Forty Fort Borough ("the Borough"), and _____, a(n) [insert business entity type and State of formation] (the "Receiving Party").

The Borough agrees to disclose to the Receiving Party certain information through a secure, virtual data room. The virtual data room will contain the Borough information, which may include but is not limited to, user statistics, financial data, statistical data, and data on existing equipment. The Receiving Party agrees to access the virtual data room under the following terms and conditions.

1. **Confidentiality.** Subject only to the provisions of paragraph 2 below, the Receiving Party will not disclose any Confidential Information (as defined below) received from the Borough to anyone except employees of the Receiving Party and those members of the Receiving Party's "project team" ("Team Members") with a need to know who have been informed by the Receiving Party of the confidentiality of such information. The Receiving Party agrees that it and its Team Members will use such information only for the purpose of preparing the Receiving Party's submittal in response to the Borough's Request for Qualification (the "RFQ") and Request for Bids (the "RFB") if applicable. Upon the completion of the RFB process, or at such time if earlier that the Receiving Party decides that it does not wish to pursue the RFB process further, the Receiving Party acknowledges and agrees that its access to the virtual data room shall be terminated and it further agrees to destroy all copies of Confidential Information in its possession, as directed by the Borough.

a. "Confidential Information" shall be all information disclosed, in writing, orally, visually, electronically or otherwise, by the Borough to the Receiving Party, including all documents, data and/or information contained in the Borough's virtual data room.

b. With respect to the Confidential Information, the Receiving Party specifically agrees to and shall cause all its Team Members to:

- i. Protect and preserve the confidential and proprietary nature of all Confidential Information and the information contained therein;
- ii. Not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information or the information contained therein to any third party for any purpose, except on a need to know basis as is reasonably necessary for evaluation by advisors, consultants or agents of the Receiving Party or potential investors or other financing

sources who have been informed by the Receiving Party of the confidentiality of such information, or otherwise as explicitly permitted in advance in writing by the Borough;

- iii. Not use, transcribe or make records or copies of the Confidential Information except as necessary to prepare the Receiving Party's submittal to the RFB;
- iv. Limit the dissemination of the Confidential Information within the Receiving Party's own organization and within the organizations of any reasonably required advisors, consultants, agents, potential investors or other financing sources, to those individuals whose duties justify the need to know the Confidential Information, and then only provided that there is a clear understanding by such individuals of their obligation to maintain the confidential and proprietary nature of the Confidential Information in accordance with this Agreement;
- v. Notify the Borough immediately of any loss or misplacement of Confidential Information, in whatever form; and
- vi. Promptly advise the Borough if it learns of any unauthorized use or disclosure of the Confidential Information. In addition, the Receiving Party agrees to cooperate fully and provide any assistance necessary to protect against the unauthorized use or disclosure of such Confidential Information.

2. Exceptions. Notwithstanding the provisions of paragraph 1:

a. The Receiving Party's obligation with respect to keeping the Confidential Information confidential and with respect to the use of Confidential Information shall terminate with respect to any part of such information which is or becomes generally available to the public or which ceases to be confidential through no fault of the Receiving Party.

b. The Receiving Party shall not be precluded from disclosing or making any use whatsoever of any information which it can show was in its possession prior to the disclosure made by the Borough or which subsequently comes into its possession from a source independent of the Borough, which source was not, to the knowledge of Receiving Party, under any obligation of confidentiality to the Borough, or which was independently developed by the Receiving Party.

c. For the purpose of keeping confidential the Confidential Information received by it, the Receiving Party agrees that it shall treat all such Confidential Information with no less than the same degree of care to avoid disclosure to any third party as the Receiving Party employs with respect to its own proprietary and confidential information.

d. In the event that the Receiving Party is ordered by a court of competent jurisdiction to release to a third party or to a court of competent jurisdiction any of the Confidential Information provided by the Borough, the Receiving Party may release such Confidential Information provided, however, that the Receiving Party promptly notifies the

Borough of such legal action in advance of the release of such Confidential Information. The Borough shall have, to the extent provided by law, the opportunity to contest such legal action seeking release. Nothing contained herein shall be deemed to require the Receiving Party to disclose Confidential Information.

3. Accessing the Virtual Data Room. Within a reasonable time after both parties execute this Agreement, the Receiving Party will receive usernames and passwords to access the virtual data room.

4. Rules of Use. All materials contained within the virtual data room that are made available for downloading, access, or other use shall constitute Confidential Information and shall be governed by the terms of this Agreement.

5. Indemnification. The Receiving Party agrees that its compliance with this Agreement is of utmost importance and, accordingly, the Receiving Party agrees to indemnify, defend and hold harmless the Borough and any third party (only to the extent a breach of this Agreement by the Receiving Party affects the proprietary rights of such third party) with respect to any claims, losses, damages and expenses (including reasonable outside attorney's fees) which are attributable to or arise out of the Receiving Party's and or the Team Members' breach of this Agreement. The obligations of the Receiving Party under this Agreement and the indemnification provisions provided herein shall survive termination of this Agreement. Further, the Receiving Party agrees that neither the Borough nor any official, trustee, officer or employee thereof shall have any liability to the Receiving Party or any person asserting claims on behalf of the Receiving Party as a result of any matter associated with the transactions contemplated hereby, except in the case of willful misconduct of such party (and such exception shall apply only as to such party) or gross negligence, which is the sole cause of such claims, losses, damage and expenses, except as may be provided in the final definitive agreement regarding a transaction with respect to the RFB between the Borough and the Receiving Party.

6. Insider Trading. The Receiving Party acknowledges that it is aware that United States securities laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this confidentiality agreement from purchasing or selling bonds or other securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such bonds or other securities.

7. Disclosure relating to negotiations or transaction status. Except as may be required by applicable law, without the prior written consent of the Borough, the Receiving Party and its agents and employees shall not disclose to any person (including, without limitation, any person or entity directly or indirectly bidding on, or otherwise involved in, the transactions contemplated hereby) either the fact that discussions, negotiations or exchanges are taking place concerning possible transactions between the Borough and the Receiving Party or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof and the Receiving Party's potential participation therein.

8. Waiver. No failure or delay by the Borough in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9. Disclaimer of Warranty. All Confidential Information is provided "as is." The Borough does not make any representation or warranty, either express or implied, as to its quality, adequacy, completeness, accuracy, fitness for a particular purpose, sufficiency or freedom from defects of any kind.

The Borough shall not be liable in damages of whatever kind as a result of the Receiving Party's reliance on or use of the Confidential Information provided hereunder, except as may be provided in a final definitive agreement regarding a transaction with respect to the RFB between the Borough and the Receiving Party.

10. Remedies. The Receiving Party acknowledges that the breach of any of the covenants or agreements contained in this Agreement on the part of the Receiving Party and/or its employees will result in irreparable harm and continuing damages to the Borough, and that the Borough's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to the Borough at law or in equity, in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant, including, but not limited to, an injunction restraining the Receiving Party and/or its employees from disclosing, in whole or in part, any Confidential Information. The Receiving Party shall pay all of the Borough's costs and expenses incurred in enforcing such covenants.

11. Ownership. Confidential Information disclosed hereunder shall be and remain the property of the Borough. No license, right, title or interest is granted herein, directly or indirectly, by implication or otherwise, to the Confidential Information by virtue of the Borough disclosing said Confidential Information to the Receiving Party, except such license or other rights as may be mutually and expressly agreed upon between the parties by separate written agreement.

12. Notice. Whenever notice is required to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as set forth on the signature page of this Agreement, or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. All notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

13. Parties. This Agreement inures to the benefit of the Borough and is binding upon the Borough and the Receiving Party, and their respective successors and assigns. This Agreement shall not be construed to recognize or create a joint venture, partnership, or other formal joint business or agency relationship.

14. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed within such State without regard to the conflict of laws principles thereof. Any dispute arising out of this Agreement, if litigated, shall be resolved by a state or federal court in Chester County, PA, and the parties hereby consent to the jurisdiction of such court.

15. Severability. In the event any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, the provisions of this Agreement being severable in such circumstances.

16. Entire Agreement. This Agreement (a) constitutes the entire agreement and supersedes all written and oral communications between the parties relating to the subject matter hereof, and (b) may be modified or amended only by a written instrument specifically stating that it modifies this Agreement, signed by the parties hereto.

17. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same document.

18. Survival of Obligations, Termination. The obligation of the Receiving Party and the Borough concerning confidentiality and non-use under this Agreement shall survive the termination of this Agreement for a period of three (3) years from the date of termination. Either Receiving Party or the Borough may terminate this Agreement any time upon written notice to the other party.

IN WITNESS WHEREOF, the Borough and the Receiving Party have executed this Agreement as of the day and year first above written.

RECEIVING PARTY

By: _____

Name: _____

Title: _____

Address for Notices:

Facsimile () _____ - _____

Forty Fort Borough

By: _____

Name: _____

Title: _____

Address for Notices:

Facsimile () _____ - _____

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Section 5

Disclaimer

5.1 Disclaimer

This RFQ has been prepared for informational purposes relating to the potential transaction only and upon the express understanding that it will be used solely for the purposes set forth herein. This RFQ is based on information provided by the Borough and other sources believed to be reliable; however, such information is not guaranteed as to accuracy or completeness and is not a representation or warranty of the Borough or its Advisors (collectively, the “Project Team”). This RFQ does not purport to be all-inclusive or to contain all the information that a Prospective Proposer may desire in investigating the System. No member of the Project Team makes any express or implied representation or warranty as to the accuracy or completeness of the information contained herein or made available in connection with any further investigation of the System (the “Information”). Each member of the Project Team expressly disclaims any and all liability which may be based on the Information, or any errors contained therein or omissions therefrom. No other person has been authorized by the Borough to provide any information with respect to the proposed transaction or the System other than the Information, and, if given or made, such other information must not be relied upon as having been authorized by the Borough. In furnishing this RFQ, no member of the Project Team undertakes any obligation to provide any Prospective Proposer with access to any additional information. A Prospective Proposer that ultimately enters into a final and binding Purchase Agreement with the Borough shall be entitled to rely solely on the representations and warranties made to it by the Borough in any such final and binding Purchase Agreement, if applicable.

This RFQ shall not be deemed an indication of the state of affairs of the System or the Borough, nor shall it constitute an indication that there has been no change in the business or affairs of the System or the Borough since the date hereof. The Information and expressions of opinion contained herein are subject to change without notice, and neither the issuance of this RFQ nor any transaction that may be consummated pursuant to the RFB process shall, under any circumstances, create any implication that there has been no change in any Information since the date hereof or the date as of which such information is given, if earlier.