

CERTIFICATE OF BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

The Binghamton-Johnson City Joint Sewage Board (the "Sewage Board") operates the sewage systems (the "Sewage Plant") of the City of Binghamton (the "City") and the Village of Johnson City (the "Village"). In connection with the issuance of the Village's \$10,170,000 Bond Anticipation Note-2016 Series A and the City's \$12,330,000 Bond Anticipation Note-2016 Series (collectively, the "Notes"), the Sewage Board hereby certifies as follows:

The Sewage Board will comply with the provisions of the Tax Certificates executed by the Village and the City on the Issue Date, to which this certificate is attached as Exhibit H (collectively, the "Tax Certificate") insofar as such provisions relate to the Sewage Board's operation of the sewage systems, including the Sewage Plant. The Sewage Board has entered into an agreement with Frito-Lay, Inc. ("FLI"), dated February 22, 1993 (the "FLI Agreement") to accept and treat at the Sewage Plant FLI's sewage wastes containing biochemical oxygen demand ("BOD") and total suspended solids ("TSS") in the maximum average daily amount of 7,300 pounds for BOD and 4,000 pounds for TSS. The FLI Agreement also sets forth the billing rates to be charged. The term of the FLI Agreement was January 1, 1993 through December 31, 2013 and thereafter could be extended an additional 20 years upon mutual consent of the Sewage Board and FLI. The Sewage Board and FLI extended the agreement with the same terms and conditions for the period starting January 1, 2014 and ending December 31, 2016. The Sewage Board covenants and agrees that so long as the Notes (including any tax-exempt obligations used to refund the Notes) remain outstanding: (a) the Sewage Board will not amend or supplement the FLI Agreement without first obtaining the written consent of the Village and the City which consent will not be unreasonably withheld provided that any such amendment or supplement does not in the opinion of Bond Counsel to the Village and the City adversely affect the exclusion of the interest on the Notes from gross income for Federal income taxation purposes (b) the Sewage Board will not accept and treat BOD and TSS from FLI in excess of the maximum amounts set forth in the FLI Agreement; (c) the Sewage Plant, after reconstruction, is designed to accept and treat an average daily load of 32,000 pounds of BOD and 31,000 pounds of TSS and the maximum amount of BOD and TSS from FLI to be treated at the Sewage Plant respectively represents 22.8125% and 12.9033% of such design and treatment capacity; (d) if the Sewage Plant cannot be operated for any reason at its design and treatment capacity for six months or longer, the Sewage Board will promptly reduce proportionately the amount of BOD and TSS from FLI accepted and treated at the Sewage Plant so that aforesaid BOD and TSS percentages are not exceeded; (e) the Sewage Board will promptly notify the Village and the City of any violation of these additional covenants and agreements; and (f) the Sewage Board understands that a violation of these additional covenants and agreements may cause the interest on the Notes to be included in gross income for Federal income taxation purposes and may require the Village and the City to take certain remedial actions at the expense of the Sewage Board, including redemption and defeasance of a portion of the Notes.

All capitalized terms not otherwise defined herein shall have the meanings as defined in the Tax Certificate.

[SIGNATURE PAGE IS NEXT]

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of February, 2016.

Binghamton-Johnson City Joint Sewage Board

By: George Kolba Jr

Name: George Kolba, Jr.

Title: Chair // Chairman