

GUARANTY AGREEMENT

Dated June __, 2013

By and Among

BOROUGH OF MUNCY (46.0%),
BOROUGH OF MONTGOMERY (25.3%),
TOWNSHIP OF CLINTON (18.7%)

and

TOWNSHIP OF MUNCY CREEK (10.0%),

All in Lycoming County, Pennsylvania,

Severally, as Guarantors,

and

WEST BRANCH REGIONAL AUTHORITY,

and

as Lender,

\$4,000,000 Maximum Principal Amount

Guaranteed Sewer Project Note, Series of 2013
(Revolving Line of Credit)

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated June __, 2013, by and among the **BOROUGH OF MUNCY**, the **BOROUGH OF MONTGOMERY**, the **TOWNSHIP OF CLINTON**, and the **TOWNSHIP OF MUNCY CREEK**, all in Lycoming County, Pennsylvania, political subdivisions of the Commonwealth, severally (and not on a joint basis), as Guarantors, and the **WEST BRANCH REGIONAL AUTHORITY**, a municipality authority existing under the Authorities Act of the Commonwealth, and _____, a banking corporation organized and existing under laws of the Commonwealth, as lender.

WITNESSETH:

WHEREAS, The Authority intends to authorize and to issue the Note; and

WHEREAS, The Note is to be issued under and secured by the Loan Agreement;

and

WHEREAS, The proceeds derived from authorization, issuance, and sale of the Note will be applied, together with other funds available or to be available to the Authority, for and toward the Treatment Plant Project, all in the manner to be provided in the Loan Agreement; and

WHEREAS, The Guarantors, as an inducement to the Authority to undertake the Treatment Plant Project and to authorize and to issue the Note, and as an inducement to the Lender and to any subsequent registered owners of the Note, from time to time, to accept the Note and to enhance and to ensure the marketability of the Note and thereby to achieve interest cost and other savings with respect to the Treatment Plant Project, desire to enter into this Guaranty Agreement with respect to the Note, as is permitted by the Debt Act; and

WHEREAS, The respective Governing Bodies of the Guarantors, in entering into this Guaranty Agreement, are acting in the public interest in connection with the preservation and

protection of the general health and welfare of inhabitants of the Guarantors and of the Commonwealth; and

WHEREAS, The parties hereto desire to set forth the terms and conditions under and pursuant to which the Note is to be severally guaranteed by the Guarantors and related matters.

NOW, THEREFORE, The parties hereto covenant and agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Terms and phrases defined in this Section 1.01, for all purposes of this Guaranty Agreement, as herein defined, shall have the meanings herein specified, unless the context clearly otherwise requires:

“Authorities Act” shall mean the Act of the General Assembly of the Commonwealth known as the “Municipality Authorities Act,” 53 Pa.C.S. Ch. 56;

“Authority” shall mean the West Branch Regional Authority, a municipality authority of the Commonwealth;

“Clinton Township” shall mean the Township of Clinton, Lycoming County, Pennsylvania, a party hereto;

“Commonwealth” shall mean the Commonwealth of Pennsylvania;

“Debt Act” shall mean the Act of the General Assembly of the Commonwealth known as the “Local Government Unit Debt Act,” 53 Pa.C.S. Chs. 80-82;

“Fiscal Year” shall mean the fiscal year of the Guarantors as provided by laws of the Commonwealth;

“Governing Bodies” shall mean the Councils of Muncy Borough and Montgomery Borough and the Boards of Supervisors of Clinton Township and Muncy Creek Township, collectively;

“Guarantors” shall mean, collectively, Muncy Borough, Montgomery Borough, Clinton Township, and Muncy Creek Township;

“Guaranty Agreement” shall mean this document and all modifications, alterations, amendments and supplements hereto made and delivered in accordance with provisions hereof,

which phrase sometimes is referred to in this document by use of such words as “hereto,” “hereby,” “herein,” “hereof,” or “hereunder”;

“Lender” shall mean _____, a banking corporation organized and existing under laws of the Commonwealth and having an office in _____, Pennsylvania, a party hereto;

“Loan Agreement” shall mean the Loan Agreement, dated this date, between the Authority and the Lender, including all modifications, alterations, amendments and supplements thereto made and delivered in accordance with provisions thereof;

“Montgomery Borough” shall mean the Borough of Montgomery, Lycoming County, Pennsylvania, a party hereto;

“Muncy Borough” shall mean the Borough of Muncy, Lycoming County, Pennsylvania, a party hereto;

“Muncy Creek Township” shall mean the Township of Muncy Creek, Lycoming County, Pennsylvania, a party hereto;

“Note” shall mean the Guaranteed Sewer Project Note, Series of 2013 of the Authority issued to the Lender, initially to be authorized for issuance under the Loan Agreement, in the maximum principal amount of \$4,000,000, in the form of a revolving line of credit, as more specifically described in the Loan Agreement;

“Person” shall mean an individual, a partnership, an association, a corporation, a joint stock company, a trust, an unincorporated association, a governmental body, a political subdivision, a municipality, a municipality authority, or any other group or entity;

“Regional Sewer System” shall mean the facilities contemplated by the Treatment Plant Project and all other Sewage collection, transmission, treatment and disposal system facilities

and properties that the Authority has acquired from the Guarantors and in connection with the Treatment Plant Project, and otherwise, including all property, real, personal and mixed, rights, powers, licenses, easements, rights of way, privileges, franchises, contract rights and any and all other property or interests in property of whatsoever nature, used or useful in connection with such facilities, and together with all additions, extensions, alterations and improvements which may be made or acquired, from time to time. As of any particular time, the “Regional Sewer System” shall mean all property, real, personal and mixed, rights, powers, licenses, easements, rights of way, privileges, franchises, contract rights and any and all other property or interests in property of whatsoever nature, used or useful in connection with such facilities, and capital additions (including property in the nature of capital additions acquired or constructed from funds wholly or partially contributed by users, developers or other Persons) acquired, owned, made or constructed by or for the Authority; and the “Regional Sewer System”, without intending to limit the generality of the foregoing, as of any particular time, shall include all buildings, basins, machinery, mains, conduits, pipes, pipe lines, interceptor lines, outfall lines, trunk lines, service lines, sewer plants and systems, tanks, shops, pumping stations, ejector stations, force mains, fixtures, engines, boilers, pumps, meters and other equipment, all personal property and all franchises, land, rights of way, privileges, easements, licenses, rights and any other interests in real property owned by the Authority and used or useful in connection with the collection, transmission, treatment or disposal of Sewage;

“Sewage” shall mean domestic sewage or industrial wastes, as such phrases usually and customarily are used by sanitary engineers;

“Treatment Plant Project” shall mean: (1) the design and eventual construction of sanitary sewer system facilities of the Authority that will serve residents of the Guarantors, and (2) paying related costs; and

“United States” shall mean the United States of America.

ARTICLE II

Representations and Warranties of the Guarantors

SECTION 2.01. The Guarantors severally represent and warrant that:

A. The Guarantors are political subdivisions of the Commonwealth;

B. The Guarantors are possessed of all requisite power and authority under laws of the Commonwealth to enter into and to perform all covenants and agreements contained in this Guaranty Agreement;

C. The Guarantors have been duly authorized to enter into this Guaranty Agreement, pursuant to proper and necessary official action of their respective Governing Bodies, in accordance with laws of the Commonwealth;

D. In entering into this Guaranty Agreement, the Guarantors are acting in the public interest in connection with preservation and protection of the general health and welfare of their inhabitants and of the Commonwealth; and

E. In entering into this Guaranty Agreement, the Guarantors are incurring lease rental debt, to the extent provided herein, pursuant to the Debt Act, and they have taken all proper proceedings pursuant to the Debt Act in connection with this Guaranty Agreement.

ARTICLE III

Covenants and Agreements of the Guarantors

SECTION 3.01. The Guarantors, to the extent, in the manner and upon terms and conditions provided herein, guarantee, unconditionally, on a several basis (and not on a joint basis), for the benefit of the Lender and any subsequent registered owners, from time to time, of the Note, full and prompt payment of the outstanding principal of the Note, together with interest due on said outstanding principal of the Note, said guaranteed principal amount not to exceed \$4,000,000, at any time together with interest due on said principal of the Note, at the rate specified in the Note and illustrated on Exhibit “A” hereto, as such shall be due and payable with respect to the Note. The Guarantors, individually and collectively, covenant and agree to the following several guaranty obligations with respect to the Note:

Muncy Borough	-	46.0%
Montgomery Borough	-	25.3%
Clinton Township	-	18.7%
Muncy Creek Township	-	10.0%.

SECTION 3.02. The Guarantors, individually, covenant and agree to pay all costs, fees, expenses, and charges, including court costs and attorney fees, that may be paid or incurred, from time to time, by the Lender in enforcing their respective several guaranty obligations hereunder and/or, to the extent permitted by laws of the Commonwealth, in otherwise enforcing this Guaranty Agreement.

SECTION 3.03. All payments required to be made severally by each of the Guarantors under this Guaranty Agreement shall be made in lawful money of the United States, from time to time.

SECTION 3.04. Each and every default in payment of the principal of or interest on the Note shall give rise to a separate cause of action under this Guaranty Agreement and separate suits may be instituted pursuant to this Guaranty Agreement, from time to time, as each cause of action shall arise.

SECTION 3.05. The Guarantors covenant to and with the Authority, the Lender and any subsequent registered owners, from time to time, of the Note that the Guarantors: (i) shall each include its portion of the amounts payable in respect of its guaranty stated in this Guaranty Agreement, for each Fiscal Year in which such sums shall be payable, in its budget for that Fiscal Year; (ii) shall each appropriate such amounts from its general revenues for payment to the Lender of such guaranty; and (iii) shall each duly and punctually pay or cause to be paid from its sinking fund (referred to in Section 3.06) or any other of its revenues or funds the amount payable in respect of such guaranty, only on the dates and in the manner provided for herein, at the principal office or at any branch office of the Lender, according to the true intent and meaning hereof; and for such budgeting, appropriation and payment in respect of such guaranty, it pledges, irrevocably, its full faith, credit and taxing power. This covenant shall be specifically enforceable by the Lender. For the purpose of complying with the covenants of this Section, each of the Guarantors covenants that it shall budget its several portion (Muncy Borough 46.0%; Montgomery Borough 25.3%; Clinton Township 18.7%; Muncy Creek Township 10.0%) of the amounts set forth in Exhibit "A", which is attached hereto and made part hereof, such amounts being the maximum debt service on the Note for the Fiscal Years in which such amounts are payable, and shall appropriate and shall pay over to the Lender such amounts; subject, however, to provisions of Section 3.06.

Each of the Guarantors covenants that, to the extent sufficient money shall not be available in its then current budget at any time when payments are required hereunder, and if it shall be unable to incur debt lawfully in the current year for the purpose or to issue tax anticipation notes or otherwise to satisfy its obligations hereunder, it shall include any amounts so payable by it in its budget for the next succeeding Fiscal Year and shall appropriate such amounts to the payment of such obligations and duly and punctually shall pay or shall cause to be paid its obligations incurred hereunder in the manner herein stated according to the true intent and meaning hereof, and for such budgeting, appropriation and payment, it does pledge, irrevocably, its full faith, credit and taxing power. This covenant shall be specifically enforceable by the Lender.

SECTION 3.06. Each of the Guarantors covenants to establish by ordinance a “sinking fund,” as described and defined in the Debt Act, relating to its respective obligations under this Guaranty Agreement. The Lender, having an office in _____, Pennsylvania, shall be appointed the “sinking fund depository” as described and defined in the Debt Act, for the purposes of such sinking fund.

It is the intent and purpose of this Guaranty Agreement that each of the Guarantors shall be required to pay over to the Lender hereunder only that amount of the principal and interest on the Note that is not paid by the Authority from other funds available for the payment of such debt service, including from proceeds of the Note. Therefore, the parties hereto agree that each of the Guarantors shall be entitled to a credit against the amount of its several and proportional guaranty obligation assumed hereunder equal to the total of: (1) the amount that from time to time shall be available to the Authority in each Fiscal Year for the payment of debt service on the Note, and (2) any amount previously paid by such Municipality hereunder in such Fiscal Year. Accordingly, in each Fiscal Year, the Lender, after having received from the Authority such money

as shall be available to it, shall notify the Guarantors of any deficiency in the funds that shall be available for payment of debt service on the Note, and each of the Guarantors forthwith shall pay over to the Lender its proportionate share of the amount required at the time to eliminate such deficiency in such Fiscal Year.

SECTION 3.07. The several obligations of each of the Guarantors under this Guaranty Agreement shall be absolute and unconditional, irrespective of any other agreement or instrument to which the Guarantors, individually or collectively, shall be parties, and shall remain in full force and effect until the principal of and interest on the Note shall have been paid or shall have been provided for to the satisfaction of the Lender, and shall not be affected, modified, diminished or impaired upon the happening, from time to time, of any event, including, without limitation, any of the following, whether or not with notice to or consent of the Guarantors, unless such notice or consent is required hereunder:

A. The failure by the Authority to undertake or complete the Treatment Plant Project, or the failure of the Authority otherwise to perform any obligation contained in any other agreement, for any reason whatsoever, including, without limiting the generality of the foregoing, insufficiency of funds, negligence or misconduct on the part of the Authority or its agents or independent contractors, legal action of any nature that shall delay acquisition and/or construction relating to, or ownership or operation of, the Treatment Plant Project, labor disputes, war, insurrection, natural catastrophe or laws, rules or regulations of any body, governmental or otherwise, having proper jurisdiction;

B. The compromise, settlement, release, or termination of any or all of the obligations, covenants, or agreements of the Authority under the Loan Agreement;

C. The failure to give notice to the Guarantors of the occurrence of a default under terms and provisions of this Guaranty Agreement or of the Loan Agreement;

D. The validity, enforceability, or termination of the Loan Agreement;

E. The neglect or failure of the Lender to exercise, preserve or enforce any right or right of action against any party, Person or property;

F. The failure of the Lender to have enforced, on prior appropriate occasions, any right or right of action against any party, Person or property;

G. The compromise, settlement, release, alteration, indulgence or any other change or modification of any obligation or liability of the Authority under the Loan Agreement, regardless of the nature of such obligation or liability and regardless of the extent to which such obligation or liability shall have been modified, compromised or otherwise changed;

H. The waiver of the payment, performance or observance by the Authority, the Lender or any of the Guarantors of

any obligations, covenants or agreements contained in the Loan Agreement or in this Guaranty Agreement;

I. The extension of the time for payment of the principal or interest of the Note or any part thereof owing or payable under this Guaranty Agreement or of the time for performance of any other obligations, covenants or agreements under or arising out of the Loan Agreement or this Guaranty Agreement;

J. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Loan Agreement;

K. The taking of, or the omission to take, any action referred to in the Loan Agreement or in this Guaranty Agreement;

L. Any failure, omission or delay on the part of the Lender to enforce, to assert or to exercise any right, power or remedy conferred upon or vested in the Lender hereunder or under the Loan Agreement, or to enforce, to assert or to exercise any other right or rights on the part of the Lender or any subsequent registered owners, at any time or from time to time, of the Note;

M. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustments or other

similar proceedings affecting the Guarantors or the Authority or any of the assets of any of them, or any allegation or contest of the validity of this Guaranty Agreement in any such proceeding;

N. The release or discharge of the Guarantors, to the extent permitted by law, from performance or observance of any obligation, covenant or agreement contained in this Guaranty Agreement, or as to the Authority, the Loan Agreement and the Note, by operation of law; or

O. The default or failure of any or all of the Guarantors or the Authority fully to perform any of its obligations set forth in this Guaranty Agreement.

SECTION 3.08. Obligations of each or all of the Guarantors hereunder shall not be affected by any bankruptcy, arrangement for the benefit of creditors, reorganization or other similar proceedings; and each of the Guarantors specifically waives any rights or benefits that could accrue to it by reason of any such proceeding and agree that the same shall not affect its liability or responsibility hereunder, regardless of the effect that such proceedings may have with respect to the obligations of the Authority.

SECTION 3.09. The obligations of each of the Guarantors hereunder shall not be subject to any setoff, counterclaim or defense resulting from any breach or any alleged breach by the Authority or by the Lender of any obligation to the Guarantors, individually or collectively, whether said obligation arises under this Guaranty Agreement or from any other transaction between the Authority, the Guarantors, individually or collectively, or the Lender, regardless of the nature of such transaction.

SECTION 3.10. In the event of a default in payment of principal of the Note when and as the same shall become due and payable, whether at the stated maturity thereof or by acceleration or otherwise, or in the event of a default in the payment of any interest on the Note, when and as the same shall become due and payable, the Lender may proceed to enforce its remedies pursuant to Subchapter D of the Debt Act.

SECTION 3.11. Each of the Guarantors expressly waives notice, in writing or otherwise, from the Lender or any subsequent registered owners, at any time or from time to time, of the Note, of its acceptance and reliance upon this Guaranty Agreement.

SECTION 3.12. This Guaranty Agreement is entered into by each of the Guarantors for the benefit of the Lender and any subsequent registered owners of the Note, all of whom shall be entitled to enforce performance and observance hereof by the Guarantors to the same extent as if they were parties signatory hereto.

SECTION 3.13. Terms of this Guaranty Agreement may be enforced as to any one or more breaches, either separately or cumulatively.

ARTICLE IV

Covenants and Agreements of the Authority and the Guarantors

SECTION 4.01. The Authority covenants with the Guarantors to proceed with the Treatment Plant Project with all expedition practicable.

SECTION 4.02. The Authority covenants with the Guarantors to use its best efforts to complete the Treatment Plant Project with all reasonable dispatch and diligence.

SECTION 4.03. The Authority covenants with the Lender and the Guarantors that it shall pay, in full, the outstanding principal balance of the Note, together with interest due thereon, at the time or times due; that, further, the Authority and the Guarantors covenant that each shall take such action necessary to retire the Note; and the Authority further covenants that, at such time, it shall pay to the Guarantors an amount equal to all sums paid by the Guarantors pursuant to this Guaranty Agreement.

ARTICLE V

Miscellaneous

SECTION 5.01. No amendment, change, modification, alteration or termination of the Loan Agreement that would in any way increase obligations of the Guarantors, individually or collectively, under this Guaranty Agreement shall be effective without obtaining the prior written consent of the Guarantors.

SECTION 5.02. The several obligations of the Guarantors hereunder shall arise absolutely and unconditionally when the Note shall have been issued, sold and delivered by the Authority.

SECTION 5.03. The Authority and the Lender covenant with the Guarantors that each duly and punctually will perform every covenant and agreement undertaken by the Authority or the Lender under the Loan Agreement.

SECTION 5.04. In the event of default by any or all of the Guarantors in the punctual discharge of its obligations hereunder, the Lender shall be entitled to exercise such remedies as are provided under the Debt Act, together with any other remedies that otherwise may be provided at law or in equity or by other statutes.

SECTION 5.05. No remedy conferred upon or reserved to the Lender hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be

deemed expedient. In order to entitle the Lender to exercise any remedy reserved in this Guaranty Agreement, it shall not be necessary to give any notice other than such notice as herein expressly may be required hereunder. In the event any provision contained in this Guaranty Agreement shall be breached by any party and thereafter duly shall be waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification hereof shall be established by conduct, custom or dealing, but shall be established solely by an instrument, in writing, duly executed by the appropriate parties.

SECTION 5.06. This Guaranty Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and this Guaranty Agreement may be executed, simultaneously, in multiple counterparts, each of which counterparts shall be deemed to be an original, but all of which counterparts, together, shall constitute but one and the same instrument.

SECTION 5.07. Provisions of this Guaranty Agreement shall be severable; if any one or more of the phrases, sentences, clauses, Articles, Sections or parts contained in this Guaranty Agreement shall be deemed or declared invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of remaining portions of this Guaranty Agreement or any remaining parts thereof.

SECTION 5.08. This Guaranty Agreement may be amended or supplemented, from time to time, by a written document duly signed by the parties hereto; provided, however, that no amendment and/or supplement shall be made that shall diminish or discontinue the obligations of the Authority and of the Guarantors hereunder.

SECTION 5.09. This Guaranty Agreement shall be construed in accordance with and shall be governed by laws of the Commonwealth.

IN WITNESS WHEREOF, the undersigned party hereto, intending to be legally bound, pursuant to proper authorization of its governing body, causes this Guaranty Agreement to be executed by its duly authorized officer or officers and to be attested by its duly authorized officer and its official or corporate seal to be affixed to this Guaranty Agreement, all as of the day and year first above written.

BOROUGH OF MUNCY,
Lycoming County, Pennsylvania

By: _____
(Vice) President of Council

ATTEST:

(Assistant) Secretary

(SEAL)

IN WITNESS WHEREOF, the undersigned party hereto, intending to be legally bound, pursuant to proper authorization of its governing body, causes this Guaranty Agreement to be executed by its duly authorized officer or officers and to be attested by its duly authorized officer and its official or corporate seal to be affixed to this Guaranty Agreement, all as of the day and year first above written.

BOROUGH OF MONTGOMERY,
Lycoming County, Pennsylvania

By: _____
(Vice) President of Council

ATTEST:

(Assistant) Secretary

(SEAL)

IN WITNESS WHEREOF, the undersigned party hereto, intending to be legally bound, pursuant to proper authorization of its governing body, causes this Guaranty Agreement to be executed by its duly authorized officer or officers and to be attested by its duly authorized officer and its official or corporate seal to be affixed to this Guaranty Agreement, all as of the day and year first above written.

TOWNSHIP OF CLINTON,
Lycoming County, Pennsylvania

By: _____
(Vice) Chairman of the Board
of Supervisors

ATTEST:

(Assistant) Secretary

(SEAL)

IN WITNESS WHEREOF, the undersigned party hereto, intending to be legally bound, pursuant to proper authorization of its governing body, causes this Guaranty Agreement to be executed by its duly authorized officer or officers and to be attested by its duly authorized officer and its official or corporate seal to be affixed to this Guaranty Agreement, all as of the day and year first above written.

TOWNSHIP OF MUNCY CREEK,
Lycoming County, Pennsylvania

By: _____
(Vice) Chairman of the Board
of Supervisors

ATTEST:

(Assistant) Secretary

(SEAL)

IN WITNESS WHEREOF, the undersigned party hereto, intending to be legally bound, pursuant to proper authorization of its governing body, causes this Guaranty Agreement to be executed by its duly authorized officer or officers and to be attested by its duly authorized officer and its official or corporate seal to be affixed to this Guaranty Agreement, all as of the day and year first above written.

WEST BRANCH REGIONAL
AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

(SEAL)

IN WITNESS WHEREOF, the undersigned party hereto, intending to be legally bound, pursuant to proper authorization of its governing body, causes this Guaranty Agreement to be executed by its duly authorized officer or officers, all as of the day and year first above written.

_____, as lender

By: _____
Title:

EXHIBIT "A"

The maximum amounts to be budgeted by the Guarantors, for the purpose of fulfilling their several (and not joint) obligations under the Guaranty Agreement to which this Exhibit "A" is attached, shall be as follows:

SEE FOLLOWING PAGE^{1,2}

¹ Assumes the following: (1) the entire principal amount of the Note is advanced on June 18, 2013; (2) the Note bears interest at the annual fixed rate of ____%; (3) interest only payments are due quarterly, on March 1, June 1, September 1 and December 1 of each year, and upon maturity of the Note on June 1, 2016, on which date the entire principal amount and accrued interest are payable in full.

² Each payment to be shared on a several (and not joint) basis by the Guarantors as follows:

Muncy Borough – 46.0%
Montgomery Borough – 25.3%
Clinton Township – 18.7%
Muncy Creek Township – 10.0%

[FINAL DEBT SERVICE SCHEDULE TO BE INSERTED HERE]