



February 21, 2019

VIA E-FILING

Jonathan P. Nase

Direct Phone 717-773-4191

Direct Fax 215-372-2340

jnase@cozen.com

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Wastewater Service Agreement Between SUEZ Water Pennsylvania Inc. and the Danville Municipal Authority; Docket No. U-2019-_____

Filing Wastewater Service Agreement Pursuant to 66 Pa. C.S. § 507

Dear Secretary Chiavetta:

Enclosed for filing on behalf of SUEZ Water Pennsylvania Inc., pursuant to Section 507 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 507, please find the above-referenced agreement.

Thank you for your attention to this matter. Please do not hesitate to contact me with any question or concern.

Sincerely,

COZEN O'CONNOR

By: Jonathan P. Nase
Counsel for *Pennsylvania-American Water Company*

JPN
Enclosures

cc: John D. Hollenbach, General Manager and Vice President
Per Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing **Correspondence Filing Wastewater Service Agreement Between SUEZ Water Pennsylvania Inc. and Danville Municipal Authority**, upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA E-MAIL AND FIRST CLASS MAIL

Ryan M. Tira Esquire
McNerney Page Vanderlin & Hall
433 Market Street
Williamsport, PA 17701
Counsel for *Township of Mahoning*

Scott Granger, Esquire
Carrie Wright, Esquire
Pennsylvania Public Utility Commission
Bureau of Investigation & Enforcement
400 North Street, Second Floor West
Harrisburg, PA 17120
Counsel for *Pennsylvania Public Utility
Commission- Bureau of Investigation and
Enforcement*

Christine Maloni Hoover, Esquire
Danielle Caley, Esquire
Office of Consumer Advocate
Forum Place, 5th Floor 555 Walnut Street
Harrisburg, PA 17101-1923
Counsel for *Office of Consumer Advocate*


Jonathan P. Nase, Esquire
Counsel for *SUEZ Water Pennsylvania Inc.*

Date: February 21, 2019

Wastewater Service Agreement

This AGREEMENT, made and entered into this 21st day of February, 2019, by and between

DANVILLE MUNICIPAL AUTHORITY, a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act (hereinafter referenced to as "DMA") with its office at 42 West Market Street, Danville, Montour County, Pennsylvania,

- AND -

SUEZ WATER PENNSYLVANIA INC. (hereinafter referred to as "SUEZ"). SUEZ is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 6310 Allentown Blvd., Harrisburg, PA 17112.

WHEREAS, DMA has provided wastewater transportation, treatment and disposal services to the Mahoning Township Authority (hereinafter referred to as "MTA") pursuant to various prior agreements and amendments thereto, currently providing such services for wastewater from within Mahoning Township, Montour County, Pennsylvania (hereafter referred to as "Mahoning") and from portions of Cooper Township and Valley Township, both in Montour County Pennsylvania and

WHEREAS, Mahoning effectuated the dissolution of MTA on February 2, 2017, after which the rights and obligations of MTA were conveyed, transferred to, and assumed by Mahoning, and

WHEREAS, SUEZ and Mahoning have entered into an agreement for SUEZ to acquire the wastewater system of Mahoning (hereafter referred to as the "SUEZ Wastewater System"); and

WHEREAS, the parties hereto deem it to their mutual advantage that, in accordance with the terms hereof, the wastewater collected from certain properties located in the SUEZ Wastewater System service area (hereafter referred to as the ("SUEZ Wastewater System Service Area") as depicted and described on Attachment "A", a drawing of the boundary of the SUEZ Wastewater System Service Area; and Attachment "B" the metes and bounds description of the SUEZ Wastewater System Service Area, which are incorporated by reference thereto, continue to be discharged into the DMA collection system and continue to be treated and disposed of by DMA using its facilities, including the DMA Wastewater Sewers and Treatment Plant (WWTP), and

WHEREAS, the DMA Wastewater Treatment Plant has sufficient capacity to treat flows from The SUEZ Wastewater System Service Area discharged by SUEZ at the approved points identified in Section S-3 hereof (the "Approved Collection Points") into the DMA collection system, as described in this AGREEMENT, and

NOW, THEREFORE, in consideration of the terms and covenants contained herein, and expressing the intent to be legally bound hereby, the parties covenant and agree as follows.

GENERAL CONDITIONS

The following General Conditions apply to all Bulk Users of DMAs Wastewater Collection and Treatment system. The parties agree that the term Bulk User, as used in this section, specifically applies to SUEZ, the SUEZ Wastewater System and the SUEZ Wastewater System Service Area.

SECTION G-1: The parties agree that the above recitals are incorporated into and form a part of this AGREEMENT.

All terms used in this AGREEMENT shall have the meanings defined in the Wastewater Rules & Regulations for the Borough of Danville and All Bulk Users adopted by DMA per Resolution No. 3 of 2013 and all subsequent revisions unless otherwise defined in this AGREEMENT.

SECTION G-2: DMA covenants during the term of this AGREEMENT to receive, treat and discharge all domestic wastewater and properly approved industrial wastewater collected by SUEZ within the SUEZ Wastewater System Service Area, and discharged by SUEZ at the Approved Collection Points to the DMA wastewater treatment plant. This covenant shall be subject to the terms contained in this AGREEMENT.

SECTION G-3: SUEZ covenants during the term of this AGREEMENT to receive and transport only domestic wastewater and properly approved industrial wastewater generated within the boundaries of the SUEZ Wastewater System Service Area. Connection of any property located outside of the SUEZ Wastewater System Service Area shall require the express written authorization of DMA prior to connection.

SECTION G-4: SUEZ agrees to abide by the Danville Municipal Authority's Wastewater Rules & Regulations for the Borough of Danville and All Bulk Users, Resolution No. 3 of 2013 as First Adopted March 11, 2013 and all subsequent revisions duly adopted by DMA, except to the extent the aforesaid conflicts with the Wastewater Tariff of SUEZ, as approved by the Pennsylvania Public Utility Commission. SUEZ further agrees to take measures as may be necessary and possible to implement the Rules and Regulations within its service area, including, without limitation, those elements as set forth in sections 2.4, 2.5 and 4.13 of the DMA Wastewater Rules and Regulations.

SECTION G-5: SUEZ agrees to abide by the Danville Municipal Authority's Wastewater Fees and Charges for the Borough of Danville and All Bulk Users Resolution No. 4 of 2013 as First Adopted March 11, 2013 and all subsequent revisions duly adopted by DMA to the extent that the costs included in setting a fee and/or charges are reasonable. Revenue from DMA's Wastewater Fees and Charges shall not be used to fund Borough of Danville municipal operations that are unrelated to the operation of the DMA Wastewater Collection and Treatment system. DMA will provide written notice to SUEZ of all changes to the Wastewater Fees and Charges at least sixty (60) calendar days before the changes take effect.

SECTION G-6: DMA shall keep accurate records of the flow at each Approved Metered Connection Point, as identified in Section S-3 hereof, unless otherwise noted in this AGREEMENT, in sufficient detail to determine the Average Daily Flow (ADF), Total Monthly Flow (TMF), Peak Hour Flow (PHF) and the Peak Instantaneous Flow (PIF) at the point of connection to DMAs collection system or WWTP. Within ten (10) days after the end of each monthly period, DMA shall advise SUEZ in writing of the ADF, the TMF, the PHF and the PIF for the previous month. All data submissions shall be made on forms agreed to by both parties. DMA shall maintain all flow records and flow meter calibration reports for a minimum of three years and provide same to SUEZ upon request. Access to the flow measuring and recording equipment shall be provided to SUEZ representatives upon request. SUEZ shall have access to, and use of, at its own expense, of any supervisory control and data acquisition system (“SCADA System”) existing now, or in the future, at an Approved Metered Connection Point(s).

SUEZ shall maintain records of the number and types of users connected to its sewer system and shall provide same to DMA upon request.

SECTION G-7: DMA shall keep accurate records of the parameters listed in this section in sufficient detail to determine the Annual Average, Maximum Month and Maximum Daily concentrations (in mg/l) and loads (in pounds per day) at each Approved Connection Point, unless otherwise provided in this AGREEMENT. SUEZ shall reimburse DMA for the actual cost of the necessary composite sampling equipment up to an amount not to exceed \$6,500 every five (5) years. Twenty four (24) hour flow weighted composite samples shall be collected by DMA at least once per month, at a time mutually agreeable to both parties, and analyzed for the following parameters:

Biochemical Oxygen Demand (BOD)

Total Suspended Solids (TSS)

Total Nitrogen (TN)

Total Phosphorus (TP)

Oil and Grease (O&G)

The frequency of the collection and testing of the samples may be reduced by DMA, if the testing results warrant such reduction. All analysis shall be provided for by DMA and completed by a PADEP-accredited laboratory at no extra cost to SUEZ. SUEZ reserves the right to participate in the sample collection including the receipt of split samples for the purpose of confirming laboratory results. SUEZ may, at its own expense, obtain and/or analyze samples for parameters other than those listed above.

The results of sampling and analysis described in this section shall be reported on forms agreed to by the applicable parties. DMA shall use this information to determine compliance with Maximum Loadings described in the Special Conditions and to determine surcharges as defined by Danville

Municipal Authority's Wastewater Fees and Charges for the Borough of Danville and All Bulk Users Resolution No. 4 of 2013 as First Adopted March 11, 2013 and all subsequent revisions.

SECTION G-8: Any dispute, controversy or claim arising out of or under this AGREEMENT or its performance including but not limited to rates assessed by DMA to SUEZ, as well as any connection/tapping fees shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Uniform Arbitration Act (42 Pa. C.S.A. §§ 7301 et seq.) and shall be non-appealable except in accordance with such statute. Any dispute, controversy or claim concerning rates may include, without limitation, a challenge to the reasonableness of any of the costs included in the setting of a rate. Each party shall select an arbitrator and the two arbitrators so selected shall select a third arbitrator, or if they cannot agree, then appointment(s) shall be made by the Court pursuant to § 7305. If any party does not select its arbitrator within thirty (30) days after service of the notice of demand for arbitration, then the appointment(s) shall be made by the Court pursuant to § 7305. The decision of the majority of the arbitrators shall be final and in writing setting forth their award, the reasons therefore and any dissenting opinion of the panel. All hearings in the arbitration shall be held in Montour County, Pennsylvania. The third arbitrator shall be neutral and unbiased and shall serve as chairman of the panel. Each party shall bear the fees and expenses of its counsel, witnesses, and the cost of the arbitration shall be borne as set forth in the award, or in the absence of an award or specific determination by the arbitrators or AGREEMENT of the parties, shall be borne equally by the parties. The arbitrators shall set forth its findings of fact, determinations and award within ten (10) days after conclusion of the hearings. At any time before the arbitrators have served upon the parties a written award, the parties may resolve the dispute by settlement, whereupon they shall direct the arbitration panel to cease its deliberations and render a final accounting of fees and expenses to be paid in accordance with the foregoing. Any decision of the arbitrators may be entered as a judgment in any court of competent jurisdiction and may be in force as such in accordance with the provisions of the award. This AGREEMENT to arbitrate shall be specifically enforceable by the parties, and they confirm that they intend that all disputes, controversies or claims of any kind shall be arbitrated.

SECTION G-9: The parties hereto agree that at the expiration of the initial term of this AGREEMENT (as set forth in Section S-2 below), the same shall be renewed and extended for a further period of five (5) years, subject to all of the terms and conditions herein contained, and so on for additional consecutive five (5) year terms, unless and until either party hereto shall give to the other two (2) year's written notice of an intention to terminate this AGREEMENT prior to the expiration of the then current term. Upon the service of such notice, the parties shall meet and discuss how the terms of this AGREEMENT shall be terminated without prejudice to either party.

SECTION G-10: DMA shall compute an invoice for services rendered each month within ten (10) days following receipt of the monthly flow information as stipulated in Section G-6. Invoices rendered to SUEZ each month are due and payable upon receipt. If the invoice is not paid in full within sixty (60) days after the date of the invoice, SUEZ further agrees to pay interest of ½% per

month simple interest from the date of invoice on the unpaid balance until the invoice is paid in full.

Any questions or objections regarding the invoiced terms or amounts shall be addressed to DMA within 120 days of the date of the invoice. Otherwise, the invoice shall be considered correct and accepted by SUEZ as stated and SUEZ shall have no recourse or cause of action against DMA with regard to the invoice or its contents. SUEZ shall pay all invoices within sixty (60) days, regardless of questions or disputes. DMA will refund the amount due should a dispute be decided in SUEZ's favor. Interest shall not be assessed to the disputed amount while questions raised during the 120 day period noted above are being reviewed by DMA.

SECTION G-11: SUEZ shall indemnify and save harmless DMA, its officers, agents, employees and consultants, against all losses, costs or damages, on account of any injury to persons or property occurring in the performance of this AGREEMENT due to the negligence of SUEZ, its servants, agents or employees or resulting from the failure of SUEZ's wastewater infrastructure to function properly regardless of cause.

DMA shall indemnify and save harmless SUEZ, its officers, agents, employees and consultants, against all losses, costs or damages, on account of any injury to persons or property occurring in the performance of this AGREEMENT due to the negligence of the DMA, its servants, agents or employees or resulting from the failure of DMA's wastewater infrastructure to function properly regardless of cause.

SECTION G-12: DMA may enter into any new or additional AGREEMENTs concerning conveyance, treatment and disposal of wastewater from any municipality, institution or private entity, provided that no such new or additional AGREEMENT shall impair the ability of DMA to convey, treat and discharge wastewater from SUEZ in accordance with the provisions of this AGREEMENT.

SECTION G-13: This AGREEMENT shall be construed and enforced under the laws of the Commonwealth of Pennsylvania. It may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument. The provisions of this AGREEMENT shall constitute the entire AGREEMENT between the parties and no other document, communications, or understanding shall be admissible to prove the terms hereof. This AGREEMENT may be amended only by a writing executed by both parties.

Section G-14: This AGREEMENT shall supersede and replace all prior agreements between SUEZ and DMA related to sewage treatment and disposal. DMA shall make arrangements with Mahoning for the termination of the following agreements: the Agreement between the Borough of Danville and MTA dated June 1, 1951, the Agreement between the Borough of Danville, MTA and DMA, dated February 23, 1968, and all subsequent amendments thereto (including but not limited to amendments dated April 27, 1981, and May 21, 1985). Treatment, transportation and disposal rates shall not be premised on SUEZ paying 125% of the user rates as those imposed on either residents of Danville Borough or otherwise, as provided in such prior agreements.

Section G-15: All notices, requests, claims, demands and other communications between the parties shall be in writing and shall be given by certified mail. All notices shall be effective upon receipt by the party to which notice is given. Electronic mail shall be used for informal communication only and shall not be binding upon either party.

All formal notices to the Danville Municipal Authority shall be addressed as follows:

Danville Municipal Authority
c/o Borough of Danville
Attn: Borough Manager
Danville Municipal Building
463 Mill Street
Danville, PA 17821

Phone: (570) 275-3091

and

Danville Municipal Authority
42 West Market Street
Danville, PA 17821

All formal notices to the SUEZ Water Pennsylvania Inc. shall be addressed as follows:

SUEZ Water Pennsylvania Inc.
Attn: Vice President
6310 Allentown Blvd.
Harrisburg, PA 17112

Phone: (717) 901-6321

Any party to this AGREEMENT may notify any other party of any changes to the address or any of the other details specified in this paragraph; provided, however, that such notification shall only be effective on the date such notice is received by the other party in conformance with the requirements of this Section.

Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

SPECIAL CONDITIONS

The following Special Conditions apply specifically to SUEZ and its use of DMAs Wastewater Collection and Treatment system.

SECTION S-1: This AGREEMENT is entered into by the DMA pursuant to a resolution adopted by its Board on January 21, 2019 and by SUEZ pursuant to an action of its duly authorized Vice President, who is signatory to this AGREEMENT.

SECTION S-2: The initial term of the sewer transportation, treatment and disposal provided for in this AGREEMENT shall commence on the date of this AGREEMENT, and except as provided herein, shall continue in force for a period of thirty (30) years from the date SUEZ acquires the wastewater system of Mahoning (the "SUEZ/Mahoning Closing Date"). The parties hereto further agree that after the initial thirty (30) years period, this AGREEMENT may be extended for additional five (5) years terms subject to all of the terms and conditions, herein until either party hereto shall give the other party at least two (2) years written notice of an intention to terminate this AGREEMENT. The obligations of DMA to transport, treat and dispose of the wastewater from the SUEZ Wastewater System Service Area discharged by SUEZ at the Approved Connection Points, and for SUEZ to pay for said services shall begin on the SUEZ/Mahoning Closing Date. It is further agreed that this Agreement may be terminable by either party if SUEZ does not acquire the wastewater system of Mahoning by December 31, 2019, in which case either party may terminate this AGREEMENT and neither party shall have any further rights or obligations under this AGREEMENT.

SECTION S-3: SUEZ shall discharge its wastewater directly to the DMA collection system at the following existing Approved Connection Points, which include Approved Metered Connection Points :

1. At the Township-Borough boundary line at the intersection of Middle Street and Lower Street. This area flows into Manhole 145A, and serves approximately 51 residential dwellings.
2. At Manhole 249 on Route 11. This manhole is located off of Route 11 in a wooded area at the Borough/Township line. (Approved Metered Connection Point)
3. At Manhole 241 on Spring Street. However the metering manhole for this connection is further west on Spring Street and is Manhole 224 (Approved Metered Connection Points)
4. Flows from 5 houses and one unit with three (3) apartments located on Pleasant, Poplar and Line Streets are collected and flow to the DMA.
5. At Manhole 228 on Railroad Street flows from four (4) residential dwellings flow to DMA.

The addresses of the residential dwellings, described in Nos. 1, 4 and 5 of this Section S-3 are attached hereto and incorporated herein by reference as Attachment "C". An addendum to this agreement will be required for future connections at any other location.

SECTION S-4: The quantity of wastewater and wastewater constituents discharged by SUEZ to DMA treatment system shall be limited to the following Allocated Capacity as measured at the Approved Metered Connection Points.

MAXIMUM WASTEWATER FLOWS

The following limitations are not subject to increase by payment of a tapping fee. SUEZ shall maintain records establishing the population served for this purpose of determining compliance.

Per Capita Daily Wastewater Flow including I/I

Average Day	100 Gallons as a monthly average daily flow
Peak Day	250 Gallons
Maximum Daily I/I Allowance	250 Gallons per inch diameter/mile/day

The following Flow Allocations may be increased by payment of a tapping fee as provided below.

Allocated Total Flow(including I/I)

Average Daily Flow	1,113,000 Gallons/Day as a monthly average
Peak Instantaneous Flow*	2,780,000 Gallons/Day (1931 gallons/minute)
*Measured over a fifteen (15) minute period.	

The maximum allowable peaking factor (PIF/ADF) shall be 2.5 at any point in time.

MAXIMUM POLLUTANT LOADINGS (as monthly averages)

Biochemical Oxygen Demand (BOD5)

Concentration	200 mg/l
Load	1,568 Pounds per Day

Total Suspended Solids (TSS)

Concentration	240 mg/l
Load	1,881 Pounds per Day

Total Nitrogen (TN)

Concentration	40 mg/l
Load	314 Pounds per Day

Total Phosphorus (TP)

Concentration	7 mg/l
Load	55 Pounds per Day

Oil and Grease (O&G)

100 mg/l

In the event that SUEZ exceeds the maximum allowable Average Daily Flow set forth above during two (2) consecutive years, or during three (3) years in any five (5) year period, SUEZ shall purchase additional capacity in the DMA system by paying the appropriate tapping fee (as set forth in the most recent Tapping Fee Resolution of DMA) for such additional capacity if DMA has capacity available to sell, and the capacity limitations of this AGREEMENT (both flows and pollutant loading values set forth above) shall then be deemed amended accordingly to reflect the increased allocations. If DMA has no available

capacity, or if DMA, in its sole discretion, declines to sell additional capacity to SUEZ, then SUEZ shall, within six months of notice from DMA of the unavailability of additional capacity, complete a study to determine the cause of the additional flow and develop a corrective action plan and schedule to reduce its sewage flows to the levels set forth above.

In the event that SUEZ exceeds the Maximum Daily I/I Allowance in three (3) or more months (either consecutive or non-consecutive) in any calendar year, or at any time in three (3) years in any five (5) year period, then SUEZ shall, within six months of notice from DMA of such a condition, complete a study to determine the cause of the excessive I/I and develop and implement a corrective action plan and schedule to reduce the I/I to the levels set forth above.

SUEZ shall be responsible to pay the high flow fees as defined in DMA Wastewater Fees and Charges document, incurred beginning twenty-four (24) months after the SUEZ/Mahoning Closing Date. No such fees and/or charges shall be applied to SUEZ for any period prior to that. However, during that period SUEZ shall study the cause of any excessive I/I, and work on a plan and schedule of remedial action. During that period SUEZ shall provide information regarding any plan and schedule to DMA.

In the event that the loading of any of the parameters listed under the heading of Maximum Pollutant Loadings set forth above exceeds the loading values listed in this section for nine (9) months (either consecutive or non-consecutive) in any calendar year SUEZ shall purchase additional capacity in the DMA system by paying the appropriate tapping fee (as set forth in the most recent Tapping Fee Resolution of DMA) for such additional capacity if DMA has capacity available to sell. The Tapping Fee shall be calculated by converting the required additional load to flow based on the strength of wastes defined under the heading Maximum Pollutant Loadings above. If DMA has no available capacity, or if DMA, in its sole discretion, declines to sell capacity to SUEZ, then SUEZ shall, within six (6) months of notice from DMA of the unavailability of additional capacity, complete a study to determine the cause of the additional load and develop a corrective action plan and schedule to reduce its sewage flows to the levels set forth above.

In the event that wastewater from SUEZ exceeds the definition of a High Strength Waste as defined in Section 3.4 of the Rules & Regulations, SUEZ shall, within six months of notice from DMA of such a condition, complete a study to determine the cause of the additional loadings or concentrations and develop a corrective action plan and schedule to reduce the pollutant loadings to the levels set forth above.

In the event that wastewater from SUEZ meets the definition of a High Strength Waste over any calendar quarter, SUEZ shall pay a surcharge based on the formula established by DMA for high strength wastes as provided in the DMA schedule of Wastewater Fees and Charges.

Compliance by SUEZ with a corrective action plan and schedule developed under any of the above provisions shall be deemed a requirement of this AGREEMENT.

SECTION S-5: All Bulk Users of DMA's system have been required to pay for infrastructure that serves only their municipality and/or wastewater system. SUEZ hereby agrees to reimburse DMA for any infrastructure that is installed after the SUEZ/Mahoning Closing Date by DMA, that serves only SUEZ customers in the SUEZ Wastewater System Service Area. If DMA installs infrastructure that will serve more than one Bulk User, including SUEZ, SUEZ agrees to reimburse DMA for SUEZ' percentage of the costs, based on the average annual volume of wastewater utilizing the infrastructure attributable to SUEZ, as a percentage of the overall average annual volume of wastewater utilizing the infrastructure.

SECTION S-6: [reserved]

SECTION S-7: SUEZ shall pay to DMA within sixty (60) days of receipt of an invoice from DMA at the end of each calendar month as provided in Section G-10, a WWTP O&M Payment; a WWTP Debt Service Payment and a Collection System O&M/Debt Payment to be computed as follows:

Certain Salaries and Benefits: For purposes of this AGREEMENT Operating Expenses and O&M costs to be included in the WWTP O&M, Collection System O&M, and Sewer Administration Costs shall include the salaries and benefits of employees of DMA and/or Danville who devote 100% of their working time to the WWTP, the Collection System and/or Sewer Administration, or a combination thereof. The salaries and benefits of no other employee of DMA or Danville shall be included in the Operating Expenses, Sewer Administration Costs, and/or O&M Costs, except for the following job classifications and at an amount not to exceed one-third (1/3) of their salaries and/or benefits (the "One-Third Limitation"):

1. The Borough Manager
2. The Borough Receptionist
3. The Borough Finance Director
4. The Borough Clerk

It is understood that in future years, as the DMA WWTP, and/or Collection System may grow that it may be appropriate to add additional job classifications to the above list. DMA and SUEZ agree to discuss any proposed additions, and any additions may be made upon approval by SUEZ, which approval shall not be unreasonably withheld. Any additions shall be subject to the One-Third Limitation.

WWTP O&M Payment: The monthly WWTP O&M payments shall be based on SUEZ's percentage of total flow to the WWTP over the previous month and the actual WWTP O&M costs (also defined as "Operating Expenses" in the DMA Rules and Regulations) during that month. Total flow shall be determined by the flow meters installed at the Approved Metered Connection Points identified in Section S-3, hereof. As indicated in Section S-3, Approved Connection Points

1, 4 and 5 are not metered. Therefore the following estimates of flow will be used in lieu of metered readings for each of those Approved Connection Points: (i) for Approved Connection Point 1, the flow from this portion of SUEZ' Wastewater System Service Area shall be estimated based on the number of homes connected, i.e. 51 homes, and a flow per home of 214 gpd, for a total of 10,914 gpd. (ii) for Approved Connection Point 4, these are 5 homes and one apartment unit with 3 apartments for a total of 8 residential units at 214 gpd each, for a total of 1,712 gpd and (iii) for Approved Connection Point 5, these are 4 residential units at 214 gpd for a total of 856 gpd. In the event that any of the aforesaid units become metered for water purposes, the actual meter readings of the water gallons recorded will be the basis for wastewater flow from that unit, and not the 214 gpd estimate. Cooper Township and DMA have entered into a wastewater service agreement dated January 15, 2018 (the "Cooper/DMA Agreement"). It is anticipated that the flow of wastewater from Cooper Township to DMA MH 249 will be transported through the SUEZ Wastewater System. All flows of wastewater from Cooper Township transported by SUEZ to DMA MH 249, per the Cooper/DMA Agreement shall be deducted by DMA, for billing purposes to SUEZ, from the total monthly volume of wastewater discharged by SUEZ into the DMA WWTP.

Within ten (10) calendar days following receipt of the monthly flow information as stipulated in Section G-6, DMA and SUEZ shall determine the percentage which the total monthly volume of wastewater, discharged from SUEZ into the DMA WWTP as adjusted for the deduction of wastewater from Cooper Township transported by SUEZ to DMA MH 249, per the Cooper/DMA Agreement, bears to the total monthly volume of wastewater received at the DMA WWTP during the same month, which percentage so determined shall be applied to the net expenses associated with operating, maintaining and repairing the Danville WWTP over that month. The result so obtained shall equal the monthly charge to SUEZ for use of the DMA WWTP.

Regardless of the above described calculation, SUEZ agrees to make a minimum annual payment based on 15.0% of the total annual O&M cost of the Danville WWTP. The minimum payment shall be paid in monthly installments to cover fixed O&M costs (i.e. labor, insurance etc.). Such percentage may be recalculated from time to time to reflect actual fixed costs and changes within the service area. DMA agrees to review and recalculate the minimum payment at least once every three years if requested.

WWTP Debt Service Payment: The WWTP Debt Service and Capital Improvements Payment shall be based on the Allocated Capacity assigned to SUEZ as a percentage of the total capacity of the DMA WWTP, which percentage so determined shall be applied to the net debt payments for improvements to the DMA WWTP. The result so obtained shall equal the monthly charge to SUEZ for use of the DMA WWTP. This percentage is calculated as:

$$1.113 \text{ MGD} / 3.62 \text{ MGD} = 31\%$$

The calculated percentage shall be applied to the net Debt Service payments and Capital Costs incurred with respect to the DMA WWTP. The result so obtained, divided by twelve (12), shall

equal the monthly WWTP Debt Service and Capital Improvements Payment by SUEZ for reservation of capacity in the DMA WWTP.

Collection System O&M/Debt Payment: The Collection System O&M/Debt Payment shall be based on the Allocated Capacity assigned to SUEZ as a percentage of the total Allocated Capacity of all users of the collection system, which percentage so determined shall be applied to the net collection system O&M and debt payments. The result so obtained shall equal the monthly charge to SUEZ for use of the DMA WWTP. This percentage is calculated as:

$$1.113 \text{ MGD} / 3.07 \text{ MGD} = 36\%$$

The calculated percentage shall be applied to the net O&M costs and debt service to the DMA collection system. The result so obtained, divided by twelve (12), shall equal the monthly collection system payment by SUEZ.

Annual Budget for Sewer Fund: Within ten (10) days of the adoption of each annual budget for the Sewer Fund, DMA shall provide a written copy of said budget to SUEZ.

Annual Accounting: DMA shall annually prepare an accounting of all WWTP O&M costs, WWTP Debt Service and Collection System O&M/Debt Payment costs during the preceding calendar year. The accounting shall be provided to SUEZ no later than June 30 of each year. If such accounting shows that any of the costs calculated the previous calendar year were in error, including, but not limited to any of the costs included in the setting of a rate being unreasonable, the May monthly payment (due by July 30) shall be adjusted to reflect the correction; this payment shall be treated as if the correction were made to the payment for the last month of the preceding year. This AGREEMENT shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have each caused the due execution and attestation hereof by their duly authorized officers as of the day and year aforesaid.

ATTEST

SUEZ WATER PENNSYLVANIA INC.


Secretary ~~Director of Operations~~

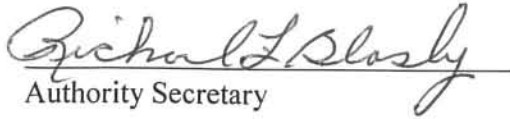

Vice President

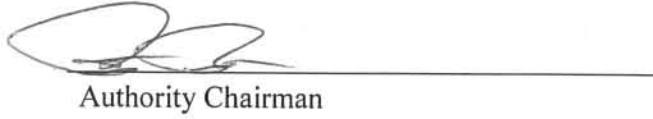
WILLIAM C. KELVINGTON
Typed or printed name

JOHN D. HOLLENBACH
Typed or printed name

ATTEST

DANVILLE MUNICIPAL AUTHORITY


Authority Secretary


Authority Chairman

RICHARD L. BLUSKY
Typed or printed name
(Authority Seal)

PETER RICKETT
Typed or printed name

ATTACHMENT "A"

Description of SUEZ Wastewater System Service Area



- Water Main
- Sewer Main
- Service Area Boundary
- Municipal Boundary
- Sewage Meter Station
- Pressure Reducing Valve
- Sewage Pump Station
- Water Storage Tanks
- Booster Station
- Water Meter



SANITARY SEWER SERVICE BOUNDARY

**MAHONING TOWNSHIP
MONTGOMERY COUNTY, PA**

DRAWN BY:	MK
CHECKED BY:	DW
DATE:	04/25/2018
SCALE:	1" = 200'
FIGURE NO.:	Service Boundary
PROJECT NO.:	5229-011



ATTACHMENT "B"

Metes and Bounds Description of the SUEZ Wastewater System Service Area

SUEZ

Sanitary Sewer Service Territory Area Description

September 14, 2018

All that certain piece, parcel, and lot of land situate in Mahoning, Valley and Cooper Townships in Montour County, Pennsylvania and shown upon a plan of the Water and Sanitary Sewer Service Boundary, Mahoning Township, Montour County, PA, by the Larson Design Group, file 5229-011; bounded and described as follows:

BEGINNING at a point on the Mahoning Township Municipal Boundary Line where the northern line of Pleasant Street intersects the center of Line Avenue;

THENCE from the POINT AND PLACE OF BEGINNING and around the Service Territory by the following courses and distances:

N 86° 58' 50" E a distance of 658.43' to a point;
N 87° 26' 03" E a distance of 618.00' to a point;
S 03° 26' 00" W a distance of 101.65' to a point;
S 10° 16' 58" E a distance of 118.47' to a point;
N 85° 21' 50" E a distance of 184.39' to a point;
N 03° 46' 36" W a distance of 91.97' to a point;
N 86° 14' 58" E a distance of 64.00' to a point;
N 04° 46' 10" W a distance of 183.16' to a point;
N 75° 55' 54" E a distance of 117.25' to a point;
N 69° 55' 56" E a distance of 188.30' to a point;
N 04° 45' 49" W a distance of 95.00' to a point;
N 60° 49' 57" E a distance of 147.61' to a point;
S 24° 29' 44" E a distance of 106.60' to a point;
N 44° 26' 36" E a distance of 459.00' to a point;
N 40° 15' 06" W a distance of 97.79' to a point;
N 84° 09' 56" E a distance of 168.58' to a point;
N 14° 20' 17" W a distance of 115.94' to a point;
N 19° 51' 06" E a distance of 54.73' to a point;
N 11° 30' 59" W a distance of 31.63' to a point;
N 87° 05' 43" W a distance of 19.96' to a point;
N 35° 05' 05" W a distance of 19.62' to a point;
N 14° 59' 57" E a distance of 10.28' to a point;
N 60° 45' 43" E a distance of 76.06' to a point;
N 47° 25' 30" E a distance of 71.98' to a point;
N 06° 33' 22" E a distance of 28.19' to a point;
N 22° 59' 28" W a distance of 61.58' to a point;
N 12° 00' 55" E a distance of 54.07' to a point;
N 50° 48' 15" E a distance of 44.71' to a point;
N 14° 25' 44" W a distance of 451.00' to a point;
N 75° 36' 04" E a distance of 240.21' to a point;
N 06° 33' 11" E a distance of 617.20' to a point;
N 82° 20' 34" W a distance of 189.25' to a point;
N 05° 01' 46" E a distance of 220.76' to a point;
S 65° 09' 17" W a distance of 565.58' to a point;

S 52° 41' 49" W a distance of 149.77' to a point;
S 41° 44' 54" W a distance of 416.74' to a point;
S 51° 11' 11" W a distance of 64.72' to a point;
N 04° 53' 27" W a distance of 883.47' to a point;
N 80° 05' 01" W a distance of 165.22' to a point;
S 66° 42' 55" W a distance of 598.61' to a point;
S 56° 20' 05" W a distance of 545.37' to a point;
S 54° 40' 58" W a distance of 625.40' to a point;
S 24° 23' 03" E a distance of 65.07' to a point;
S 05° 45' 41" W a distance of 54.96' to a point;
S 35° 31' 49" E a distance of 257.05' to a point;
S 54° 30' 06" W a distance of 697.07' to a point;
N 32° 18' 06" W a distance of 481.68' to a point;
S 56° 36' 44" W a distance of 13.38' to a point;
S 25° 01' 08" W a distance of 148.96' to a point;
N 34° 14' 52" W a distance of 141.83' to a point;
N 60° 56' 18" E a distance of 20.41' to a point;
N 37° 36' 12" W a distance of 190.74' to a point;
N 55° 35' 33" E a distance of 121.22' to a point;
N 35° 47' 08" W a distance of 333.98' to a point;
N 54° 30' 46" E a distance of 176.98' to a point;
N 35° 32' 12" W a distance of 129.36' to a point;
N 55° 34' 54" E a distance of 110.92' to a point;
N 35° 26' 44" W a distance of 213.67' to a point;
N 56° 53' 19" E a distance of 308.42' to a point;
N 44° 40' 08" E a distance of 530.44' to a point;
S 85° 04' 45" E a distance of 574.01' to a point;
S 18° 47' 49" E a distance of 536.21' to a point;
N 56° 01' 30" E a distance of 524.26' to a point;
N 66° 27' 20" E a distance of 539.42' to a point;
N 30° 36' 25" E a distance of 294.61' to a point;
N 04° 04' 57" W a distance of 108.21' to a point;
N 20° 37' 22" E a distance of 118.42' to a point;
N 73° 34' 55" E a distance of 171.04' to a point;
S 51° 19' 20" E a distance of 676.40' to a point;
N 72° 42' 21" E a distance of 1406.75' to a point;
S 00° 04' 47" E a distance of 591.03' to a point;
N 66° 36' 18" E a distance of 306.61' to a point;
N 56° 48' 07" E a distance of 139.36' to a point;
N 40° 35' 12" E a distance of 349.19' to a point;
N 56° 12' 57" E a distance of 207.40' to a point;
N 58° 55' 41" E a distance of 156.93' to a point;
N 86° 29' 47" E a distance of 212.86' to a point;
N 80° 42' 48" E a distance of 298.77' to a point;
N 59° 30' 19" E a distance of 181.16' to a point;
N 80° 31' 13" E a distance of 353.81' to a point;
N 07° 49' 45" W a distance of 46.55' to a point;
N 89° 19' 10" E a distance of 397.07' to a point;
N 24° 15' 47" W a distance of 889.06' to a point;
N 04° 17' 46" E a distance of 2388.65' to a point;
N 69° 59' 48" E a distance of 986.12' to a point;

S 41° 11' 12" E a distance of 509.40' to a point;
S 27° 42' 44" E a distance of 252.08' to a point;
N 82° 50' 32" E a distance of 2021.29' to a point;
N 73° 35' 18" E a distance of 925.05' to a point;
S 11° 25' 44" E a distance of 325.08' to a point;
S 13° 53' 43" E a distance of 3752.58' to a point;
N 66° 13' 34" E a distance of 241.47' to a point;
S 20° 59' 49" W a distance of 157.16' to a point;
S 24° 45' 37" E a distance of 1890.44' to a point;
S 63° 05' 00" W a distance of 252.53' to a point;
S 24° 41' 38" E a distance of 295.97' to a point;
N 66° 27' 29" E a distance of 216.46' to a point;
S 06° 35' 53" E a distance of 204.78' to a point;
N 83° 15' 56" E a distance of 210.89' to a point;
S 04° 56' 07" E a distance of 191.09' to a point;
S 83° 23' 18" W a distance of 138.29' to a point;
S 09° 33' 21" E a distance of 255.08' to a point;
S 80° 53' 56" W a distance of 170.62' to a point;
N 06° 44' 43" W a distance of 263.47' to a point;
S 78° 30' 25" W a distance of 392.79' to a point;
S 13° 51' 55" E a distance of 2089.50' to a point;
S 66° 45' 54" W a distance of 94.01' to a point;
S 66° 00' 38" W a distance of 285.87' to a point;
N 22° 28' 56" W a distance of 232.55' to a point;
S 51° 54' 48" W a distance of 727.51' to a point;
S 58° 51' 03" W a distance of 397.91' to a point;
S 63° 45' 14" W a distance of 210.93' to a point;
N 25° 17' 54" W a distance of 37.03' to a point;
S 62° 39' 59" W a distance of 406.79' to a point;
S 68° 05' 01" W a distance of 304.84' to a point;
S 72° 41' 12" W a distance of 326.15' to a point;
S 77° 05' 59" W a distance of 319.85' to a point;
S 81° 22' 12" W a distance of 250.36' to a point;
S 85° 12' 42" W a distance of 364.32' to a point;
N 89° 11' 26" W a distance of 341.76' to a point;
N 84° 58' 54" W a distance of 428.04' to a point;
N 84° 39' 54" W a distance of 693.67' to a point;
S 89° 36' 38" W a distance of 191.00' to a point;
S 83° 12' 11" W a distance of 146.13' to a point;
S 75° 49' 02" W a distance of 868.99' to a point;
S 81° 59' 12" W a distance of 433.96' to a point;
S 87° 50' 15" W a distance of 1122.65' to a point;
N 02° 09' 45" W a distance of 200.00' to a point;
N 73° 36' 45" W a distance of 1728.31' to a point;
S 72° 36' 11" W a distance of 914.97' to a point;
N 21° 19' 37" W a distance of 227.26' to a point;
S 65° 59' 06" W a distance of 208.47' to a point;
Thence, N 33° 51' 36" W a distance of 2592.79' to the POINT AND PLACE OF BEGINNING.

CONTAINING 76,225,208 SQ. FT OR 1749.89 ACRES.

ATTACHMENT "C"

Addresses of Residential Dwellings Described in Nos. 1, 4 and 5 of Section S-3, and Associated
Gallons Per Day

<i>Lot / Structure Located within MT</i>	<i>No. of Units</i>	<i>Total GPD</i>
1625 Reservoir (2 Apts)	2	
1631 Reservoir	1	
1635 Reservoir	1	
1639, 1643 Reservoir	2	
Upper St. Structures	14	
Middle St. Structures	15	
Lower St. Structures	15	
664 Lower St. (Road)	1	
Subtotal	51	
618 Pleasant	1	
949 Poplar	1	
945 Poplar	1	
937 Poplar	1	
935 Poplar (3 EDUs)	3	
931 Poplar	1	
Subtotal	8	
1009 Railroad	1	
987 Railroad	1	
985 Railroad	1	
977 Railroad (MN Twp)	1	
Subtotal	4	
TOTAL UNITS	63	
Total Gallons Per Day		63X214= 13,482 gpd

Upper: (618, 623, 634, 637, 651, 663, 671, 681, 682, 707, 1668); 704 (Well & On Lot), 1633 (3 EDU)

Middle: (635, 643, 651, 657, 661, 675, 683, 684, 697, 705, 710, 713, 724, 741, 755)

Lower: 591, 596, 616, 620, 646, 656, 660, 664, 668, 672, 676, 688, 689, 698, 737