

YORK  
2.07

## ARTICLES OF AGREEMENT

## City of York and North York Borough

This Agreement, made and entered into this *10th* day of *December*, 1976, by and between the City of York, a Municipal Corporation of the Commonwealth of Pennsylvania, being a City of the Third Class, (hereinafter called "City"), and the Township [Borough], of North York, York County, Commonwealth of Pennsylvania, (hereinafter called "Municipality"):

Whereas, the City and the Municipality entered into an agreement granting the right of Municipality to make connection to City's Sewerage System and providing that the City would receive, treat and dispose of Municipality's sewage under and subject to the terms of said Agreement, and

Whereas, the Department of Environmental Resources of the Commonwealth of Pennsylvania (hereinafter called "DER") has issued a Notice of Violation and has obtained a Consent Agreement requiring that the York City Wastewater Treatment Plant be expanded and upgraded to a size and efficiency of treatment prescribed by the DER, and

Whereas, the United States Environmental Protection Agency (hereinafter called "EPA") has agreed to the program of expansion and upgrading, and

Whereas, the cost of the expansion and upgrading of the Wastewater Treatment Plant has been estimated to be in excess of \$17,000,000, and

Whereas, the York City Sewer Authority (hereinafter called "Authority") has made application for and received an offer of a grant for the partial funding of the project.

Whereas, the estimated cost to the Authority is in excess of \$7,000,000 after allowance for anticipated State and Federal Grants and this improvement follows a preceding improvement at a cost exceeding \$100,000, and

Whereas, the Authority intends and has or will receive such approvals as may be required from the DER and EPA to enlarge and improve the York Wastewater Treatment Plant in two stages:

Stage I Will expand the York Wastewater Treatment Plant (hereinafter referred to as the "Plant") capacity by 8 million gallons per day of sewage and will provide improvement in treatment efficiency.

The new facilities are designed and expected to comply with current treatment efficiency requirements.

The Plant, as a whole, will be improved in treatment efficiency as follows:

Stage II Will be undertaken to bring the York Wastewater Treatment Plant within the requirements of the current National Pollution Elimination Discharge Permit.

Whereas, the DER and EPA have given adequate assurances that the program of the City is acceptable and that they will not take any additional enforcement action requiring acceleration of the program, interim treatment, or limitation of the plant capacity below 26,000,000 gallons per day, and

Whereas, the City of York notified Municipality that a rate increase is necessary to expand the treatment capacity and efficiency and the parties hereto by this Agreement intend to revoke the aforementioned Agreement and replace same with this renegotiated Agreement which after execution will become effective on the date the improvements to the treatment plant are certified by the York Consulting Engineers to be in operation in accordance with all DER and EPA requirements and the Consulting Engineers have further certified that all required permits for operation have been issued.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein the parties agreeing to be legally bound agree as follows:

All Agreements made and executed between City of York and Municipality concerning this subject matter are to be deemed revoked on the effective date of this Agreement and in their place the parties agree to be bound as follows:

1. The boundary of the area from which sewage will be received shall be the limits of the area within the municipal boundaries of Municipality which will ultimately be served by sewers connected to the City Sewerage System as shown on attached Exhibit "A".

2. The City grants to the Municipality the right (and shall take all such steps as may be necessary to permit the Municipality) to connect all sanitary sewers constructed or to be constructed within areas shown on Exhibit "A" to the City's Sewerage System, sewage from said sewers so to be received by the City.

The City agrees to treat and dispose of the sewage from Municipality and all other sewage so to be received by the City in accordance with such DER, EPA or other governmental requirements as may be in effect from time to time. The sewage from Municipality shall not exceed the agreed loading limits as follows:

- a) Maximum of 653,400 gallons during any period of 24 consecutive hours.
- b) Maximum average of 515,800 gallons per 24 hours during any period of seven consecutive days.
- c) Maximum flow at any instant of 893 gallons per minute.
- d) Maximum of 1,198 pounds of biochemical oxygen demand during any period of 24 consecutive hours.
- e) Maximum average of 944 pounds of biochemical oxygen demand per 24 hours during any period of seven consecutive days.
- f) Maximum of 1,061 pounds of suspended solids during any period of 24 consecutive hours.
- g) Maximum average of 838 pounds of suspended solids per 24 hours during any period of seven consecutive days.

3. It is agreed between the parties that flow measuring devices referred to herein as sewage flow meters must be installed at all points of connections where a flow in excess of 70,000 gallons per day occurs. Said meters will be installed by the City, which shall use a standard type. The acquisition, installation, operation, maintenance, and calibration of the meters shall be done by the City and the costs thereof charged to the Municipality. Meters shall be maintained at a calibration accuracy of 5% +, which shall be certified to once every 90 days, and Municipality shall reserve the right at its expense to make an independent

check of its meters to insure accuracy. In the event a meter is found to be inaccurate or out of repair, Municipality shall be billed according to its last yearly average flow until said meter is repaired, which repair the City agrees to accomplish as quickly as possible. Flow meters are to be installed at least six months prior to the date the renovated plant becomes operative. Where no meter is installed, flow will be calculated for billing purposes at 350 gallons per day per Equivalent Dwelling Unit. The City reserves the right to measure and sample commercial and industrial users separately.

4. The point of connection of the said sanitary sewerage system of Municipality with the sanitary sewerage system of the City, shall be at the following locations and shall be provided with metering facilities at the following specified location unless it is noted in this listing that a meter will not be required:

See Annex 1

A point of connection shall be defined as that location where three or more Equivalent Dwelling Units connect to the sanitary sewerage system of the City. All connections to the system not meeting this requirement will be listed as various connections along a referenced street.

5. All sanitary sewer mains to be built, or which may be built by a Municipality in said area, shall be built in accordance with specifications to be filed with the City, and the City shall have the right during construction and from time to time thereafter, in its sole discretion, upon such reasonable prior notice to Municipality as circumstances permit, to inspect, and Municipality shall cooperate with City in such inspections.

The Stage I and Stage II construction of the Plant shall be in accordance with plans and specifications of the City's and Authority's Consulting Engineers which plans and specifications shall be made available for inspection to Municipality's Consulting Engineers. Municipality and the Consulting Engineer shall have the right during construction and from time to time thereafter, in their sole discretion, upon such reasonable prior notice to City as circumstances permit, to inspect the Plant and all related facilities and City or Authority, as appropriate, shall cooperate and cause the Authority to cooperate with Municipality in such inspections.

The Municipality shall notify the City two days prior to commencement of construction and two days prior to final testing of sewage facilities. The City shall notify Municipality seven days prior to commencement of construction and at least seven days prior to start-up tests and all other tests of the Plant and related facilities including sewage flow meters.

6. It is agreed between the parties that as an ultimate user of the capacity provided by the expansion of the Plant, Municipality shall participate with City and Authority in the funding construction, maintenance and operation of the Plant under Stage I and Stage II in return for the vested right to discharge wastewater from the sewer systems of Municipality into said facilities, subject to State and Federal laws and regulations. The funding and use of such facilities to be under the terms, conditions and limitations set forth herein.

6A. The City, Authority and Municipality and all other Municipality parties to similar agreements hereby covenant

to take such steps as may be necessary to assure that Municipality shall be entitled to, and have available at all times, the full amount of its reserve capacity.

City and Authority warrant that such capacity will be available upon completion of the Plant and Municipality, City, Authority and all other Municipalities covenant not to enter into any agreements or permit any occurrence which directly or indirectly limits Municipality's entitlement and use of its full reserve capacity.

7. The parties hereto agree that notwithstanding any provisions of this Agreement relating to contribution by Municipality for the cost of construction, operating and/or maintenance of the York Wastewater Treatment Plant or interceptor sewers, the sole and exclusive ownership of the aforesaid facilities shall be vested exclusively in the Authority and that Municipality shall, as necessary, from time to time execute any and all documents required to assure any person, Federal or State agency that Municipality has no ownership interest in the aforesaid facilities. The parties agree that the Agreement shall not be deemed or construed as creating a partnership or joint venture between the parties hereto or the Authority and provisions of this Agreement regarding payment by Municipality of a percentage of construction costs constitute solely a reservation of rent for the use of a percentage of the capacity of the facilities.

8. Municipality agrees to pay the City, for the cost of wastewater treatment services rendered, an annual sum or sums based on the total number of metered gallons (or EDU's where applicable) discharged to the Plant. The cost of these services will include all of the costs normally associated with the operation, maintenance and administration of the Plant but excluding, inter alia, all costs relating to collector systems, interceptors not used by Municipality.

The cost of services shall be reduced by any annual or periodic grants or contributions received by the City or Authority from any federal, state or other government agency attributable to or on account of or for the cost of operation of the Plant.

The itemization of accounts and their percentage assignment to the cost of operation allocable to the plant shall be determined by an audit by certified public accountants acceptable to the parties hereto which audit shall separate such costs of operation from all other costs incurred by the City including administrative and billing expenses of the York City Sewer Rental Bureau.

Said Audit shall be performed within one year from the date of execution of this Agreement.

Treatment charges resulting from such costs of operation shall be equal to that portion of the rates attributable to the cost of operation of the Plant charged by the City to similar classes of users of the sewer system within the limits of the City.



Within ninety (90) days after the close of each Fiscal Year, City shall furnish an audit report, certified by an independent certified public accountant, whose certification shall be addressed to Municipality showing the actual cost of operation of the Plant and the proper allocation to each participating Municipality of the cost of operation of the Plant.

The audit report shall include such management letters and other documentation as required by applicable American Institute of Certified Public Accountant audit guides and related opinions.

Within ninety (90) days after the close of each Fiscal Year, the Authority shall furnish to the Municipality, a copy of such audit reports as may be required pursuant to its various indentures.

City and Authority shall keep appropriate records and accounts with respect to the cost of operation of the plant so that determinations which shall be necessary under this Agreement can be made promptly at the required times, with fairness and accuracy. The City and Authority agree to permit such review of their operations relating to the plant and its collection and interceptor systems in York as may be required by Municipality. Such operational and financial reviews shall be conducted at the sole cost and expense of the party requesting such review and shall be performed at a reasonable time acceptable to the party subject to said review. Any audit or review shall be performed without

disruption to the normal operating procedures of the party subject to such review or audit.

Municipality and City agree that they shall annually provide in their Budgets for obtaining the necessary funds to meet their respective obligations under this Agreement and relating to the operation of the plant and to that end shall by proper ordinances or resolutions make provision for the imposition of sewer rentals, the levying of special taxes or any other lawful method or methods to provide for obtaining sufficient revenues, in such manner as to assure that Municipality and City shall obtain or collect during each year, the amounts which may be due or may become due under the terms of this Agreement or for the City as required for payment of the costs of operation of the plant allocable to the City.

The rates referred to herein, are expressly made subject to the following provisions:

If at any time the City shall, upon the lawful requirement of the Commonwealth of Pennsylvania, or any of its agencies, boards, or departments, or upon any lawful order, rule, law or directive of the United States Government, or in order to qualify for grant-in-aid from any agency, or for any other reason subject to approval by Municipality, extend, enlarge, alter or improve its existing sewage treatment works at a cost, at any one time of more than \$100,000 or more or if operation costs increase to the extent that a

rate increase is necessary, Municipality agrees that there shall be a new schedule of rates as determined by proper justification and binding arbitration.

Charge for Treatment Services (Sample Calculation)

Total Gallons Treated

19,000,000 gallons/day x 365/year = 6,935,000,000 gallons

Total Annual Cost of Operation, Maintenance and Administration (minus any operating subsidies or credits)

\$2,200,000

Cost Per 1,000 Gallon

$$\frac{\$2,200,000}{6,935,000,000} = \$.32/1,000 \text{ gallons}$$

8-A. Municipality agrees to pay to the City a service charge based on the total number of gallons (or EDU's where applicable) discharged into the existing York City Sewer System located within the City of York on an annual basis as billed by the City. The charge will be \$.04/1,000 gallons (or \$5.10 per EDU per year where applicable). This charge shall be in addition to the treatment charge established in Section 8.

These revenues shall be deposited in a separate account for Municipality and will be used toward the cost of maintenance, repair and replacement of the existing interceptor system as provided for in paragraph 9 and as described in Exhibit "C" attached hereto.

9. Municipality agrees to pay to the City in consideration of a vested interest in an allotted usage capacity of any York City interceptor sewers to accommodate any increase flow from Municipality which would in the judgment of the City and Municipality overburden any of the City intercepting sewers, an amount of money giving consideration

to the capacity allotted Municipality in relation to capacity to be used by others. Municipality's share of costs will be a percentage of the costs bearing the same relation to the total costs as Municipality's share of capacity bears to the total capacity for each section of new intercepting sewer constructed. Capacity means the calculated maximum hydraulic capacity. Municipality shall be a party to arriving at the final solution in correcting the problem.

10. Municipality agrees to pay to the City, in consideration of a vested interest in an allotted capacity of the expanded treatment capacity to be provided as part of Stage I of the Plant, a lump sum, at the time the Authority sells bonds to finance the project and makes settlement therefor, in an amount of money calculated by the City upon the agreed average daily flow capacity allotted to Municipality in the new facilities and the net cost of those facilities exclusive of all Federal and State grants received or expected to be received. In lieu of a lump sum payment, Municipality may elect to pay annually to the City the calculated proportionate share of the annual debt service or lease rental incurred by the City to finance the project as hereinafter computed.

The first payment shall become due not later than one week prior to the first interest or principal payment which payment is not capitalized in the bond issue.

In addition, until such first payment, the City and Municipality shall continue their sewer rental payments at the rate provided for in prior agreements or practice.

The expansion portion of this lump sum or annual amount shall be in the same proportion as the additional average daily flow allotted to Municipality bears to the 8 MGD capacity being added to the plant. The upgrading portion of the lump sum or annual amount shall be in the same proportion as the total average daily flow allotted to Municipality bears to the total 26 MGD capacity of the expanded plant.

Upon the completion of the construction of each Stage of the Plant expansion, the Authority shall deliver to Municipality a certificate of the Consulting Engineers stating: (a) the fact of such completion and (b) in reasonably itemized form, the actual cost of Construction of the Plant (i) after deducting therefrom the unexpended contingency fund, if any, and the amount of any applicable federal or state grants paid into the Construction Fund and not previously used to reduce the lump sum payments made by Municipality pursuant to this Section and (ii) after making appropriate adjustments in respect of net income, gain or loss from investments. If the Municipality share of the actual Cost of construction after adjustments (i) and (ii) is less than the total amount previously deposited by Municipality as required by this Section, the excess of such deposits shall forthwith be refunded to Municipality, within thirty (30) days of receipt of said certificate and if not then paid, shall be subject to interest at the rate of six percent (6%) per annum until paid, unless Municipality shall have requested a re-adjustment or audit within the aforesaid thirty (30) day period, and, in the event of such a request, shall be refunded promptly after the matter is resolved. If the Municipality share of the actual cost of construction after

adjustments (i) and (ii) is more than the total amount previously deposited by it pursuant to this Section, such deficiency shall be charged to and paid by Municipality and shall be due within thirty (30) days of notice to pay, and if not then paid shall be subject to interest at the rate of six percent (6%) per annum until paid, unless Municipality shall have requested, within thirty (30) days, a re-adjustment or audit, and, in the event of such a request, Municipality shall make the aforesaid payment, but shall receive interest at a rate of six percent (6%) per annum on any refunded amount determined as a result of re-adjustment or audit.

The said certificate of the Authority Consulting Engineers as to the actual cost of construction of each Stage of the Plant expansion and upgrading and the records from which it is compiled shall be audited by a certified public accountant selected by Authority. Municipality shall be entitled to make such audit as its sole expense of said certificate and all information relating thereto as it requires.

The additional average daily flow capacity allotted to Municipality in the 8 MGD capacity being added to the plant is 0.0758 MGD. The total average daily flow capacity allotted to Municipality in the 26 MGD wastewater treatment plant is 0.5158 MGD.

The City shall cause Authority to notify Municipality of all changes or alterations in the Plant Expansion Plans and Specifications. When any change order concerning said Plans and Specifications exceeds a net expense to the parties hereto and all other municipalities party to similar agreements exclusive of grant funds of \$50,000, it shall be approved by

the Municipality; provided, however, that if written notification of disapproval by Municipality is not received by Authority within (5) days of the respective date or dates upon which a request for approval of any change order is delivered to Municipality, such change order shall be deemed to have been approved by Municipality. Copies of all change orders in excess of \$10,000 shall be sent to Municipality by Authority within five (5) working days from the date of the Authority or City approval thereof. Authority further agrees that, without the prior approval of Municipality, no change or alteration will be made in any of the plant expansion plans and specification which will cause the cost of construction to exceed the amount available in the plant expansion construction fund.

The parties hereto further agree that the sums payable hereunder or any sums payable by the City for reservation of its allocated share and for operating expenses shall continue to be payable at the time and in the amount herein specified without suspension or abatement of any kind.

11. Municipality shall pay to City or Authority, as appropriate, Municipality's share of City's actual cost of restoring, replacing or upgrading any waste treatment facility handling sewage under this Agreement. Municipality's share of the costs shall be based upon that percent of the design capacity of the facility allotted through negotiations with the Municipality in the replaced facility as it bears to the maximum design capacity of the facilities replaced (which cost shall be determined in accordance with Section 10 hereof). Municipality, City and Authority, as appropriate,

shall repair their lines and appurtenances whenever necessary to correct excessive infiltration. Excessive infiltration shall be as defined by EPA under its guidelines as they exist and as they are from time to time amended. The City agrees to complete construction, at its own expense, of the separation of existing combined sewers as shown on Exhibit "B" as soon as possible so as not to infringe on the reserve capacity vested in outside municipalities to their detriment.

12. Notwithstanding any provisions herein to the contrary, this Agreement shall be entirely renegotiated by the City, and Municipality upon the final retirement of bonds issued by the Authority of York, Pennsylvania, which are issued to finance the construction of the 1976 additions of the sewage disposal plant of the City, said issue is expected to be in the [sum] principal amount of <sup>Alt. No. 3-32 yr. term</sup> \$ 7,250,000.00, and expected to be dated as of \_\_\_\_\_, as well as any additional bonds which may be issued by said Authority to finance the cost of any necessary or required additions, extensions, enlargements or improvements to said City Wastewater Treatment Plant for the operation thereof.

The City or Authority shall, in advance of each bond sale planned to finance the Plant expansions and upgrades, mail to the Municipality copies of the form of authorizing legislation restrictions, indentures and leases and the decision of the Municipality whether or not to disapprove the sale shall be forwarded to the City within thirty (30) days after the mailing of the copies of such documentation.



13. No connection shall be made to the Sanitary Sewerage System in said Sewer District and no plumbing fixtures or appliances shall be installed in any property in Municipality connected with said System without a permit first being obtained from the Municipality and a copy of said permit being forwarded to a designated agency of the City.

14. The use of the sanitary sewerage system served by the Plant in said Municipality as well as the installation, maintenance and use of plumbing fixtures and appliances therein, shall be subject to a Plumbing Code, Rules and Regulations substantially similar to that of the City as may be in effect from time to time and further subject to all laws of the Commonwealth, present or future, applicable to the use of the Municipality's sanitary sewerage system, as well as to the installation, maintenance and use of plumbing fixtures and appliances in the Municipality. The City, its Plumbing Inspector and other proper officials and agents shall have, upon notice to Municipality, a right of reasonable inspection of the Municipality Sewage System, connections therewith, plumbing fixtures and appliances and the use thereof. If the City or its proper officials or agents shall find from such inspection any condition, use, practice, discharge of waste or plumbing fixture or appliance harmful to the City's Sewerage System or its sewerage treatment works or the processes of said works, upon agreement by the Municipality, the orders of the City or its proper official or agent for the correction thereof shall be complied

with and Municipality agrees to cooperate fully with the City in this regard, and to pass such ordinances as permitted by law giving the City the authority and power and means to carry out the provisions of this paragraph.

15. Municipality and all other users of the Plant, including City, agrees that none of the following shall be discharged or caused to be discharged into the City's Sewerage System:

- a) any liquids or vapor having a temperature higher than 150[F.,
- b) any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease,
- c) any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas,
- d) any unground garbage,
- e) any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, paunch, manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works,
- f) any waters or wastes having a pH lower than 5.5, higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structure, equipment and personnel of the sewage works,

- g) any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constituting a hazard to humans or animals, or creating any hazard in the receiving waters of the sewage treatment plant,
- h) any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant,
- i) any noxious or malodorous gas or substance capable of creating a public nuisance.

16. Municipality and City agree that they will not permit the connection and discharge of industrial waste from any industry except after the formulation of a contract between industry and Municipality within which the industry is located and all Codes, Rules and Regulations, all Laws of the Commonwealth, and Ordinances of the City, present or future, shall be applicable to use of the sanitary sewer system and the Plant by industry. The responsibility for the enforcement shall be with Municipality. The City, however, reserves the right to enforce said Rules, Regulations, Laws of the Commonwealth, or City Ordinances, present or future, in the event Municipality would fail to do so.

17. The parties hereto shall, each at its own expense, maintain proper primary liability insurance with a reputable insurance company or companies licensed to do business in the Commonwealth of Pennsylvania in the minimum single limit (or equivalent split limits) of \$10,000,000 for the City and Authority and \$1,000,000 for the Municipality. Each party shall be furnished with a copy of the certificate of insurance, and such insurance shall not be subject to cancellation without at least thirty (30) days advance written notice to all parties. In addition to the foregoing specified minimum amounts of liability insurance, City or Authority, as appropriate, shall carry additional amounts of liability insurance from time to time in such amounts as are generally regarded as necessary or advisable in connection with the operation of a regional sewage treatment Plant. The failure among party hereto, at any time or from time to time, to enforce the foregoing provisions of the paragraph concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of the party to defend and hold and save the other parties harmless with respect to any items or injury or damage covered by this paragraph.

18. Housing or redevelopment projects set up in Municipality or City by any housing or redevelopment authority, financed wholly or in part by State and/or Federal loans or grants-in-aid, shall not be entitled to, nor given free or reduced rate sewerage service.

19. In order that the purpose and intent of this Agreement may be carried out, the City and Municipality agree to enact and keep in force, and to enforce all necessary ordinances or resolutions.

20. The City does not, by this Agreement, commit itself to give to Municipality any sewerage service other than that mentioned in this Agreement. The City and Authority covenant to:

A. Maintain the Plant and related facilities in good repair, working condition and order;

B. Continuously and efficiently operate the Plant in accordance with generally accepted operating practices;

C. From time to time make all necessary, ordinary repairs, renewals and replacements thereof and all necessary improvements thereto in order to maintain adequate service to Municipality, all of which shall be deemed to be a part of the cost of operation;

D. Comply with all present and future laws.

21. If Municipality or City should at any future time transfer its sewerage system to any other agency or municipality by deed, lease or otherwise, then Municipality shall assign this Agreement to such agency or municipality, and upon such assignment, the assignee shall be subject to all of the obligations and shall be entitled to receive all of the rights and benefits of this Agreement.

22. If at any time the City, in making application or agreements for State or Federal Grants to aid in any improvements, restoration, expansion, or repair to or operations of its facilities, may need cooperative action by Municipality, such action will not unreasonably be withheld by the Municipality and the City and Authority agree to make all such applications as may be required to obtain such funds as may be available to subsidize any charges to the Municipality pursuant to this Agreement.

23. The parties agree that all disputes concerning the interpretation or application of any provisions of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

24. The effective date of this Agreement shall be the date on which the improvements to the treatment are certified by the York Consulting Engineers to be in operation in accordance with all DER and EPA requirements and written notice thereof is sent to all Municipalities.

25. The City or any Municipality who is a party to this Agreement may buy from or sell to each other any capacity it has reserved at a price equal to what it has paid for said capacity, plus interest from the date of this Agreement or the date of acquisition of the capacity, as applicable at a rate not to exceed the average yield for 20 municipal bonds in the latest four weeks reported in the Bond Buyers Index, or, if such index is not published, its equivalent.

26. This Agreement shall be declared null and void if the City Bond Issue described herein to fund expansion of the Plant exceeds \$8,500,000.00 or if any of the participating Municipalities fail to execute agreements of like form containing only such variables as plant capacity reserved and other data necessarily variable.

27. If for any reason the capacity of the Plant should be rerated and assigned a capacity in excess of 26 MGD, this excess capacity shall be distributed to each party in the same percentages as capacity allotted to expansion of the wastewater treatment plant.

28. Any fines levied upon the City as a result of any participating municipality's effluent, that Municipality shall indemnify and reimburse the City for the amount of such fine and any costs connected therewith.

IN WITNESS WHEREOF, the parties have fully executed this Agreement the day and year aforesaid.

ATTEST:

CITY OF YORK

Myriam L. Miller  
City Clerk

John D. Kent  
Mayor

John R. ...  
Controller

NORTH YORK BOROUGH

ATTEST:

Don J. Reno

Joseph ...

ADDENDUM

The Agreement to which this addendum is attached shall be amended as follows:

Page 16 Section 12 line 18 after the word "the" strike "sale" and insert "documentation" and strike the word "Thirty (30)" and insert "Fifteen (15)".

It is further understood that approval shall be deemed to have been given if no response is received and that any disapproval must be by Municipalities representing not less than 50% of the gallonage reserved in the plant expansion.

In addition, the initial sale contemplated hereby in the amount of \$ 7,250,000 for a term of 32 years from the date of the bonds with interest capitalized for a period of two years (except for an amount of approximately \$ 300,000) is hereby approved.

IN WITNESS WHEREOF, the parties have fully executed this Agreement the day and year aforesaid.

ATTEST:

*Miriam L. Miller*  
City Clerk

CITY OF YORK

*John D. Kent*  
Mayor

Controller

NORTH YORK BOROUGH

ATTEST:

*Don G. Riem*

*James H. L. P. S.*



J O I N D E R

YORK CITY SEWER AUTHORITY, a Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Authority"), owner of the York City Wastewater Treatment Plant, and a party to all contracts for the expansion and upgrading of said plant, joins in the attached Agreement, and covenants and agrees to comply with all of the duties and obligations imposed upon it by either the existing or future Lease or Trust Indenture and to comply with any orders, rules, or regulations of the Department of Environmental Resources of the Commonwealth of Pennsylvania or of the United States Environmental Protection Agency.

IN WITNESS WHEREOF, York City Sewer Authority has fully executed this Joinder on the 15<sup>th</sup> day of December, 1976.

YORK CITY SEWER AUTHORITY

By Robert J. Miller  
Chairman

Attest:

David W. B.  
Secretary



# North York Borough

MUNICIPAL BUILDING  
1040 North George Street

NORTH YORK - YORK COUNTY - PENNSYLVANIA - 17404

## ANNEX 1

December 3, 1976

Edward C. Roberts, Esq.  
119 E. Market St.  
York, Pa. 17401

Dear Mr. Roberts:

Please be advised that the Borough of North York has a total of four (4) connections to the City of York Sewer System.

The following tabulation lists location, size and approximate EDU connected to the three 8" lines. At the fourth connection, a 12" line, a meter is required.

Size	Location	EDU	GPD
8"	Connects to City Interceptor at M.H. # 8	3	1050
8"	" " " " " " 5th Ave.	45	15750
8"	" " Willis Run Interceptor at George St.	105	36750
12"	" " City Interceptor at 9th Ave.	567	198450

The above information is to be included in the agreement between the City and North York Borough as Annex 1.

Very truly yours,

WEIGLE ENGINEERING CO.

*Wm. E. Weigle*

Wm. E. Weigle  
Borough Engineer

WEW:hw



COUNCIL MEETS  
First Monday  
of Each Month



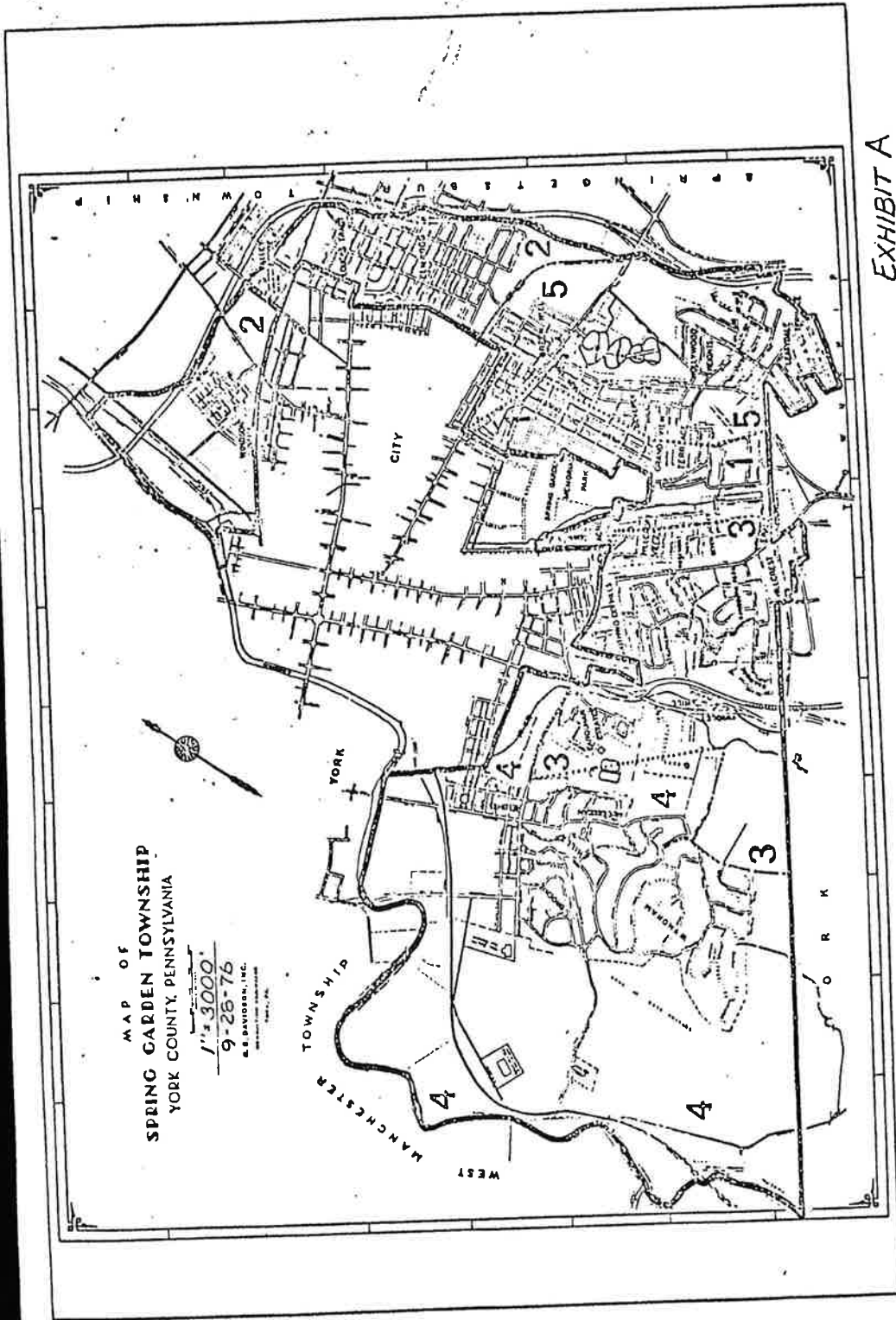
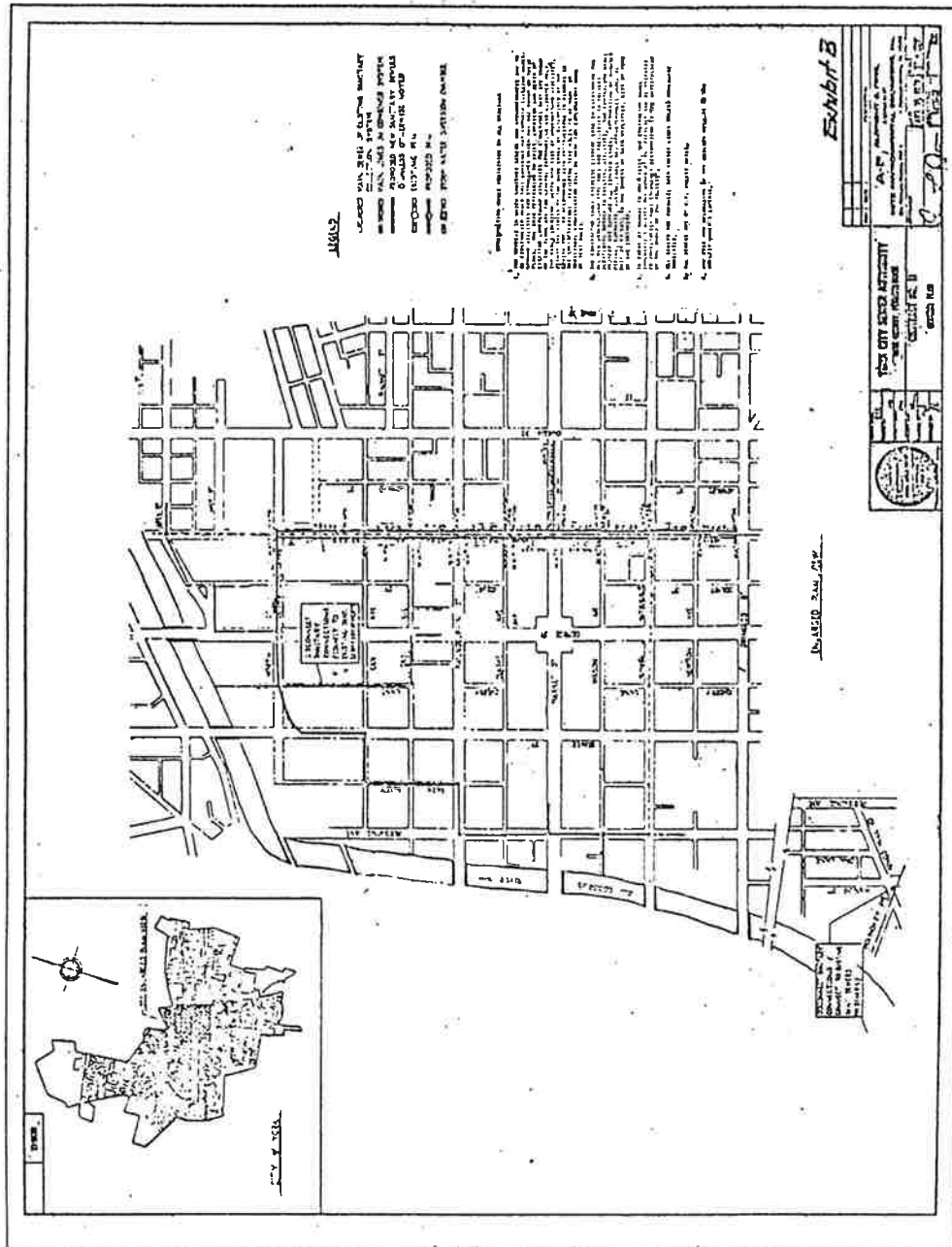


EXHIBIT A

— LIMIT OF SERVICE AREA



1942

REPRODUCED FROM THE ORIGINAL MAP OF THE CITY OF SAN FRANCISCO, CALIFORNIA, IN 1942. THE MAP IS A REPRODUCTION OF THE ORIGINAL MAP OF THE CITY OF SAN FRANCISCO, CALIFORNIA, IN 1942. THE MAP IS A REPRODUCTION OF THE ORIGINAL MAP OF THE CITY OF SAN FRANCISCO, CALIFORNIA, IN 1942.

Exhibit B

DATE	1942
BY	[Signature]
TITLE	San Francisco City and County
SCALE	1" = 100'
PROJ.	UTM
COORD.	NAD 83
UNIT	Feet
PROJ.	UTM
COORD.	NAD 83
UNIT	Feet

SAN FRANCISCO, CALIF.

CERTIFICATE

The undersigned as Secretary of the Borough Council of the Borough of North York does hereby certify that the attached Agreement between the City of York, York County, Pennsylvania and the Borough of North York, York County, Pennsylvania, dated December 10, 1976 is a true and correct copy of the original Agreement entered into between the parties, and does further certify that the governing body of the said Borough did, at a duly convened public meeting, authorize the officials who executed the said Agreement to execute and deliver the said Agreement on behalf of the said Borough, and that the said Agreement is in full force and effect on the date of this certification.

In witness whereof, I have hereunto set my signature as such official and affixed the corporate seal of the said Borough of North York as of this 8th day of March, 1977.

  
Secretary

(SEAL)

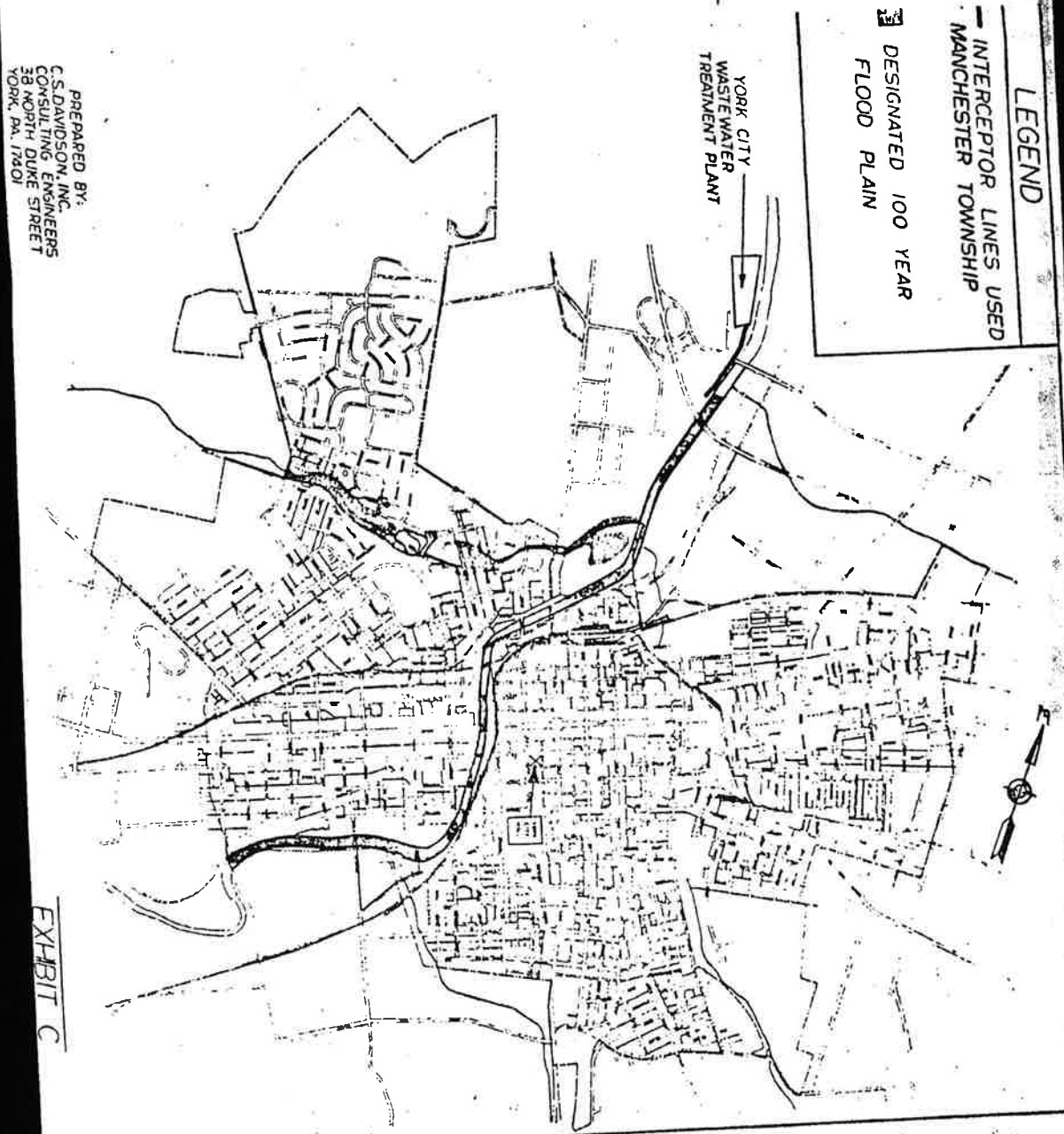
CERTIFICATE

The undersigned as City Clerk of the City of York does hereby certify that the attached Agreement between the City of York, York County, Pennsylvania and the Township of West Manchester, York County, Pennsylvania, dated December 10, 1976 is a true and correct copy of the original Agreement entered into between the parties, and does further certify that the governing body of the said City of York did, at a duly convened public meeting, authorize the officials who executed the said Agreement to execute and deliver the said Agreement on behalf of the said City of York, and that the said Agreement is in full force and effect on the date of this certification.

In witness whereof, I have hereunto set my signature as such official and affixed the corporate seal of the said City of York, as of this 8th day of March, 1977.

*William L. Mylon*  
City Clerk

(SEAL)



PREPARED BY:  
C.S. DAVIDSON, INC.  
CONSULTING ENGINEERS  
38 NORTH DUKE STREET  
YORK, PA. 17401

EXHIBIT C

RECEIVED AUG - 2 1993

## INTERMUNICIPAL AGREEMENT - AMENDMENT #1

This Amendment made and entered into this 21st day of December, 1993, between the City of York (hereinafter CITY), and North York Borough (hereinafter MUNICIPALITY):

Whereas, the CITY leases and operates a wastewater treatment system, owned by the York City Sewer Authority; and

Whereas, MUNICIPALITY currently utilizes this wastewater treatment system pursuant to the Intermunicipal Sewer Agreement between the CITY and MUNICIPALITY dated December 10, 1976; and

Whereas, the CITY must develop and implement an industrial Pretreatment Program pursuant to conditions contained in its discharge permit, Permit No. PA0026263 issued by the Pennsylvania Department of Environmental Resources; and

Whereas, MUNICIPALITY desires to continue to utilize the wastewater treatment system and recognizes its industrial waste control obligations under the Clean Water Act and Title 40 Section 403 of the Code of Federal Regulations (40 CFR 403).

In consideration of the following terms and conditions the CITY and MUNICIPALITY agree:

Paragraphs 14, 15, and 16 of the existing Intermunicipal Sewer Agreement are deleted. The following paragraphs shall replace Paragraphs 2 (d)(e)(f)(g), and 13. Paragraph 8 subparagraph 1 shall be amended by the addition of the following new subparagraph.

2. d) Maximum of 1,584 pounds of biochemical oxygen demand per 24 consecutive hours.
- e) Maximum average of 1,248 pounds of biochemical oxygen demand per 24 hours during any period of seven consecutive days.
- f) Maximum of 1,120 pounds of suspended solids during any period of 24 consecutive hours.
- g) Maximum average of 882 pounds of suspended solids per 24 hours during any periods of seven consecutive days.



8. By October 10th of each year, the CITY will provide budgeted treatment and debt service charges to the MUNICIPALITY for the coming calendar year.

Beginning in 1994, the CITY will bill a fixed amount for the four quarters of each year. This amount will be equal to one-fourth of the budgeted revenue for each MUNICIPALITY. The CITY may however reduce the amount of the fourth bill provided the amounts billed will provide for sufficient funding to cover the projected costs for that year and maintain the required reserve.

13(A). MUNICIPALITY shall adopt and diligently enforce an ordinance which is equivalent to the sanitary sewer use ordinance adopted by the CITY.

(B). MUNICIPALITY shall explicitly incorporate the following provisions into its ordinance:

(i) a provision requiring any Industrial User responsible for an accidental or unlawful discharge to notify both the CITY and the MUNICIPALITY;

(ii) a prohibition on the use of dilution as a control technique for compliance with discharge limits except as might be allowed by Federal Pretreatment Regulations;

(iii) a grant of authority to the CITY to impose mass discharge limits in lieu of, or in conjunction with, concentration discharge limits;

(iv) a prohibition against and penalty for the knowing transmittal of false information by an industrial user to either the CITY or MUNICIPALITY;

(v) a grant of explicit authority for penalties of a least \$1000.00 per day per violation of the ordinance or any permit issued thereunder.

(C). The CITY shall periodically (not less frequently than every three years) review the City ordinance and enact amendments as necessary to ensure the effective administration and operation of the Pretreatment Program. Should such review, or the EPA or Penna. DER, cause the CITY to modify its Pretreatment Program through amendment of its ordinance the MUNICIPALITY agrees to make similar, lawful and reasonable (as determined by MUNICIPAL Solicitor) amendments within 95 days of adoption by the CITY, and written notification by the CITY.

(D). MUNICIPALITY shall adopt, as part of its ordinance, and enforce specific discharge limits at least as stringent as the specific discharge limits established in the CITY ordinance. Where the CITY, based on a technical assessment of its treatment plant, or as required by EPA or PA DER, modifies the discharge limits, MUNICIPALITY shall adopt and enforce identical limits within 95 days of adoption by the CITY, and written notification by the CITY.

The CITY may make the final determination of whether a particular industrial user is an Industrial User based on information the CITY may obtain from MUNICIPALITY, Industrial User, or City's inspections.

(E). MUNICIPALITY shall file with the CITY a certified copy of its ordinance and any amendments thereto, other interjurisdictional agreements, and any contract entered into for the purposes of industrial waste control. MUNICIPALITY shall provide CITY access to, if requested, and copies of all 1) industrial monitoring reports, 2) 40 CFR 430.12 compliance reports, 3) self-monitoring reports, 4) baseline reports, 5) records of violations and actions taken, and 6) any other written records of monitoring or reporting conducted or maintained under requirements imposed by Federal, state, or local regulation. These records shall be maintained and be available to the City for at least three years.

(F). Any authorized officer or employee of the CITY may enter and inspect at any reasonable time any part of the sewer system of MUNICIPALITY. The right of entry and inspection shall extend to public streets, easements and property within which the system is located. Additionally, the CITY shall be permitted, as appropriate, to enter onto private property to inspect industrial waste dischargers. MUNICIPALITY shall make all necessary legal and administrative arrangements for these inspections. The right of inspection shall include on-site inspection, sampling, testing, and access to, with the right to copy all pertinent compliance records located on the premises of the Industrial User.

(G). MUNICIPALITY herein agrees to provide the CITY with the legal authority for performance of technical and administrative activities necessary for implementation of a Pretreatment Program within MUNICIPALITY. These activities may include, among others: 1) updating the industrial waste survey; 2) providing technical services, such as sampling, process chemical analyses, and engineering advice; 3) permitting; 4) compliance monitoring; 5) enforcement support. Where pretreatment delegation occurs, CITY shall assess MUNICIPALITY the reasonable costs incurred by CITY in conjunction with the administration of the Pretreatment Program on behalf of MUNICIPALITY. CITY shall provide MUNICIPALITY with a detailed accounting of the pretreatment costs assessed MUNICIPALITY.

(H). MUNICIPALITY agrees to support and cooperate with CITY'S efforts to operate a Pretreatment Program in accordance with Federal and State regulation and to protect sewer operations, customers, and streams. MUNICIPALITY agrees to take all necessary legal actions as required for the operation and enforcement of the Pretreatment Program within the MUNICIPALITY'S sewer service area. After written notice and hearing, where violations and action needed is shown, if and only if MUNICIPALITY then fails to comply with the above provisions the MUNICIPALITY shall indemnify CITY against, and reimburse CITY on demand, for all damages, fines, and costs incurred as a result of unlawful industrial waste discharge from MUNICIPALITY. After notice and hearing set forth above, MUNICIPALITY if it shall not comply with this provision shall reimburse CITY for all fines and all costs arising from or related to such unlawful industrial discharges resulting directly or indirectly in injury to CITY personnel, damages to CITY facilities, disruption of treatment processes or operations, degradation of sludge quality, NPDES permit violations, and other air, water, and sludge quality violations.

(I). Where an unlawful industrial waste discharge to the wastewater treatment system reasonably appears to present an imminent danger to the health and welfare of persons, or presents or may present an imminent danger to the environment, or threatens to interfere with the operation of the wastewater treatment system, CITY and MUNICIPALITY shall immediately initiate steps to identify the source of the discharge, and take all actions as may be reasonably necessary to halt or prevent any further discharge. For such purposes MUNICIPALITY shall seek injunctive relief against any party, and any industrial user creating or contributing to the emergency condition, and may concurrently pursue any self-help remedies available to the CITY.

(J). For the purposes of the Intermunicipal Sewer Agreement and this amendment and all subsequent amendments thereto, CITY shall mean and include the City of York and the York City Sewer Authority. It is expressly understood and agreed that the obligations of the York City Sewer Authority shall be as set forth in the Joinder hereto, but the benefits, indemnifications, and obligations of reimbursement for all damages, fines, and costs incurred as a result of unlawful industrial waste discharges shall inure to the benefit of the York City Sewer Authority, its successors and assigns. The Agreement, and all amendments thereto, shall be assignable to the York City Sewer Authority as owner of the Wastewater Treatment Facility and holder of NPDES Permit No. PA 0026263.

IN WITNESS WHEREOF, the parties have fully executed this Amendment the day and year aforesaid.

ATTEST:

*Miriam X. Holt*  
City Clerk

CITY OF YORK

*William J. Thompson*  
Mayor

*John J. Peters*  
Controller

ATTEST:

*Paul J. Ryan*

NORTH YORK BOROUGH

*Joseph A. Mjor*

J O I N D E R

YORK CITY SEWER AUTHORITY, a Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Authority"), owner of the York City Wastewater Treatment Plant, and a party to all contracts for the expansion and upgrading of said plant, joins in the attached Agreement, and covenants and agrees to comply with all of the duties and obligations imposed upon it by any existing or future Lease or Trust Indenture and to comply with any orders, rules, or regulations of the Department of Environmental Resources of the Commonwealth of Pennsylvania or of the United States Environmental Protection Agency.

IN WITNESS WHEREOF, York City Sewer Authority has executed this Joinder on the \_\_\_\_\_ day of \_\_\_\_\_

YORK CITY SEWER AUTHORITY

By Chris Stahl  
Chairman

Attest:

Philip W. Brudell  
Secretary

INTERMUNICIPAL AGREEMENT – AMENDMENT #2

This agreement made and entered into this 16<sup>th</sup> day of SEPTEMBER, 2003, between the City of York (hereinafter CITY), and North York Borough (hereinafter MUNICIPALITY):

Whereas, the CITY leases and operates a wastewater treatment system, owned by the York City Sewer Authority; and

Whereas, MUNICIPALITY currently utilizes this wastewater treatment system pursuant to the Intermunicipal Sewer Agreement between the CITY and MUNICIPALITY dated December 10, 1976; Amendment #1 dated December 21, 1993; and

WHEREAS, MUNICIPALITY is increasing its allotted flow to the wastewater treatment system by 44 Equivalent Dwelling Units (EDU) as a result of the annexation of a portion of West Manchester Township; and

WHEREAS, one EDU equals 350 gallons per day; and

WHEREAS, the daily wastewater flow from the MUNICIPALITY would be increased by 15,400 gallons per day.

In consideration of the following terms and conditions the CITY and MUNICIPALITY agree:

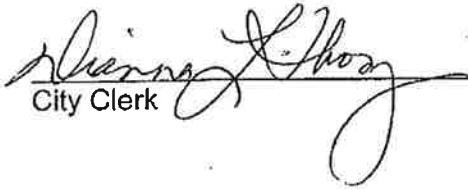
The following paragraphs shall replace Paragraphs 2 (a), (b), (c), (d), (e), (f), (g).

2. (a) Maximum of 674,600 gallons during any period of 24 consecutive hours.
- (b) Maximum average of 531,200 gallons per 24 hours during any period of seven consecutive days.
- (c) Maximum flow at any instant of 940 gallons per minute.
- (d) Maximum of 1,630 pounds of biochemical oxygen demand per 24 consecutive hours.
- (e) Maximum average of 1,285 pounds of biochemical oxygen demand per 24 hours during any period of seven consecutive days.
- (f) Maximum of 1,150 pounds of suspended solids during any period of 24 consecutive hours.

- (g) Maximum average of 910 pounds of suspended solids per 24 hours during any periods of seven consecutive days.

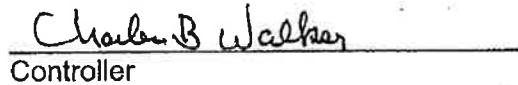
IN WITNESS WHEREOF, the parties have fully executed this Amendment the day and year aforesaid,

ATTEST:

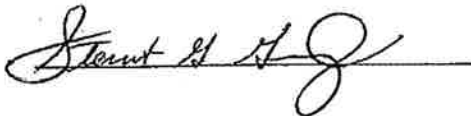
  
City Clerk

CITY OF YORK

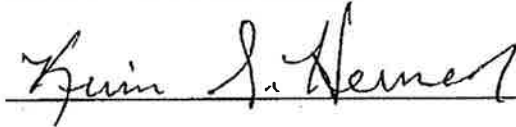
  
Mayor

  
Controller

ATTEST:



NORTH YORK BOROUGH



JOINDER

YORK CITY SEWER AUTHORITY, a Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Authority"), owner of the York City Wastewater Treatment Plant, and a party to all contracts for the expansion and upgrading of said plant, joins in the attached Agreement, and covenants and agrees to comply with all of the duties and obligations imposed upon it by either the existing or future Lease or Trust Indenture and to comply with any orders, rules, or regulations of the Department of Environmental Protection of the Commonwealth of Pennsylvania or of the United States Environmental Protection Agency.

IN WITNESS WHEREOF, York City Sewer Authority has fully executed this Joinder on the 17<sup>th</sup> day of SEPTEMBER, 2003.

YORK CITY SEWER AUTHORITY  
By Philip W. Biddell  
Chairman

ATTEST

Janet B...  
Secretary