

ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into as the 19th day of March, 2002,
between THE CITY OF YORK, a political subdivision organized and existing under the laws of
the Commonwealth of Pennsylvania with offices at 1 Marketway West, York, Pennsylvania
17401 (the "City") and SPRINGGETTSBURY TOWNSHIP, a political subdivision organized and
existing under the laws of the Commonwealth of Pennsylvania with offices at 1501 Mt. Zion
Road, York, Pennsylvania 17402 (the "Township").

WITNESSETH:

WHEREAS, the City operates a wastewater treatment facility located in Manchester
Township, York County, Pennsylvania, leased by City from York City Sewer Authority; and

WHEREAS, the City's wastewater treatment facility receives and treats sewage from all
or parts of the City, Manchester Township, Spring Garden Township, West Manchester
Township, York Township, North York Borough, and West York Borough under and pursuant to
agreements with said municipalities; and

WHEREAS, the City's wastewater treatment facility has a rated and permitted treatment
capacity of twenty-six million gallons per day (26 MGD) which is allocated among contributing
municipalities above named; and

WHEREAS, the City's share of said treatment capacity is 46.46% or twelve million eighty thousand one hundred (12,080,100) MGD; and

WHEREAS, the City's allocation of treatment capacity in its wastewater treatment facility is in excess of the City's requirements; and

WHEREAS, Township owns and operates a sewer system, including a wastewater treatment facility in Springettsbury Township which receives and treats sewage from Township, York Township, Windsor Township, Spring Garden Township, Manchester Township, Red Lion Borough, Dallastown Borough, Windsor Borough and Yoe Borough; and

WHEREAS, it has been determined that Township's wastewater treatment facility is potentially hydraulically overloaded whereby Township and some of its contributing municipalities have been obligated to impose certain connection restrictions; and

WHEREAS, the City has agreed to grant and assign to Township 4.0 MGD of capacity in City's wastewater treatment facility in 1999; and

WHEREAS, York Township with the consent of City has acquired 1.2 MGD of additional capacity in the City's wastewater treatment facility from West Manchester Township; and

WHEREAS, .8 MGD of York Township's additional capacity is intended to flow to the City's wastewater treatment facility through Township's interceptor and the facilities hereinafter to be constructed; and

WHEREAS, Township has agreed to accept and acquire for the use of itself and its contributory municipalities a total of 4.8 MGD of sewage treatment capacity in the City's wastewater treatment facility, with 3.5 MGD allocated to the Township and contributory municipalities, .5 MGD to Township and .8 MGD to York Township, and the City has agreed to provide the same to Township under and pursuant to the terms of this Agreement.

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

ARTICLE I. DEFINITIONS

Section 1.01: Unless the context clearly otherwise requires, the following words, terms and phrases as used in this Agreement shall have the meaning herein defined or specified:

"BOD" – The biochemical oxygen demand of sewage or industrial waste and shall mean the quantity of dissolved oxygen consumed in the biochemical oxidation of the organic matter in said sewage or industrial waste under standard laboratory procedure in five (5) days at 20 degrees Centigrade, expressed in milligrams per liter (mg/l) by weight. It shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the

Examination of Water and Wastewater” published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

“Capital Additions” – New and additional property chargeable to the plant or equipment account under sound accounting or engineering practice, including, without intending to limit the generality of the foregoing, land, rights of way, easements, licenses, rights and similar interests in real property, and additions, extensions, alterations, replacements and improvements of or to the Sewer System, including without intending to limit the generality of the foregoing, buildings, basins, machinery, mains, conduits, pipes, pipe lines, interceptor lines, out fall lines, sewage treatment plants and systems, tanks, shops, pumping stations, ejector stations, force mains, fixtures, engines, boilers, pumps, meters, and other equipment and personal property and extraordinary repairs, in each case made, constructed or acquired after completion of the Projects, and which are used or useful in connection with the Sewer System.

“Certified Public Accountant” – A person, who shall be independent, appointed by the appropriate authority, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the Commonwealth of Pennsylvania.

“Consulting Engineers” – A person, who shall be independent, appointed by the appropriate authority, qualified to pass upon engineering questions relating to sewer systems, and having a favorable reputation for skill and experience in planning, designing, constructing and operating sewer systems. If such person shall be an individual, he shall be a professional

engineer duly registered under the laws of the Commonwealth of Pennsylvania. If such person shall be partnership, corporation or association, it shall have a partner, officer, employee or member who is a professional engineer so registered.

“DEP” – The Department of Environmental Protection of the Commonwealth of Pennsylvania, or any department or agency of the Commonwealth succeeding to the existing jurisdiction or responsibility of the Department of Environmental Protection.

“EDU” – (Equivalent Dwelling Unit) – A dwelling consisting of a room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as a separate living quarter by a family or persons living together or by persons living alone. The volume of sewage generated by one (1) EDU is for purposes of this Agreement 350 gallons per day.

“EPA” – The Environmental Protection Agency of the United States, or any agency or department of the United States succeeding to the existing jurisdiction or responsibility of the Environmental Protection Agency.

“Extraordinary Repairs” - Alterations, repairs, renewal, improvements and/or replacements with respect to the Sewer System, which are necessary or desirable for proper operation and maintenance thereof and which are of a type which ordinarily would not be considered as current operating expenses.

“Independent” – With respect to the certified public accountant and consulting engineers, a person who is not a member of the board of the governing body of either party or a member of a municipal authority established by either party, or an officer or employee thereof; provided, however, that the engagement of the same certified public accountant or the same consulting engineers by both parties hereto shall not be deemed to affect the status of such certified public accountants or consulting engineers as “Independent”.

“Industrial Waste” – Any liquid, gaseous or waterborne waste from industrial processes or commercial establishments, as distinct from sanitary sewage.

“Instantaneous Pumping Rate” – The operation of the pumps in Township’s pumping station for any period of time at a flow rate if continued for a twenty-four 24 hour period would discharge a specified volume of sewage to City’s wastewater treatment facility.

“Interceptor Sewers” – Sewers used to collect sewage flows from main and trunk sewers and carry the flow to a central point for treatment and discharge.

“Operating Expenses” – All expenses required in operating and maintaining the wastewater treatment facility, including, in each case without intending to limit the generality of the foregoing:

(a) Expenses of operation and maintenance, repair, alteration, insurance and inspection and any sums payable pursuant to any agreement relative to the treatment and disposal of sewage and City's wastewater treatment facility;

(b) Expenses of managerial, supervisory, administrative, engineering, architectural, legal and auditing services reasonably required for the operation and maintenance of the City's wastewater treatment facility.

(c) Sums payable to any person, which sums under sound accounting or engineering practice, constitute expenses of operation and maintenance; and

(d) All taxes, assessments and charges, including, without intending to limit the generality of the foregoing, income, profits, property, franchise and excise taxes.

"Person" – An individual, a partnership, an association, a corporation, a joint stock company, a trust, an unincorporated association, a governmental body, a political subdivision, a municipality, a municipality authority or any other group or entity.

"pH" – A measure of the acidity or alkalinity of a material, liquid or solid. pH is represented on a scale of 0 to 14 with 7 representing a neutral state, 0 representing to the most acid, and 14 the most alkaline. It shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the Examination of Water and

Wastewater” published jointly by the American Public Health Associations, the American Waters Works Association, and the Water Environment Federation.

“Pumping Station” – A facility designed and constructed to convey sewage from a lower level to a higher level through a force main.

“Sanitary Sewage” – Wastewater originating from residential users containing human and customary household wastes, or such wastes from commercial or industrial establishments, but excluding industrial wastes.

“Sewage” – Sanitary Sewage and Industrial Wastes, water carried either separately or in combination.

“Sewer” – A pipe, main or other conduit for carrying sewage.

“Storm Water” – Any flow occurring during or following any form of natural precipitation and resulting therefrom.

“Suspended Solids” – Solids that either float on the surface or are in suspension in water, sewage, industrial waste or other liquids, and which are removable by laboratory filtration. The quantity of suspended solids shall be determined by one of the acceptable methods described in the latest edition of “Standard Methods for the Examination of Water and Wastewater”, cited above.

“Twenty-four (24) Hour Period” – A period of time commencing on the hour at any time of day and ending on the same hour twenty-four (24) hours later.

“Wastewater Treatment Facility” – The wastewater treatment plant, including all machinery, equipment, land, buildings and appurtenant facilities, owned by the York City Sewer Authority and operated by City.

ARTICLE II. PURPOSE AND SCOPE OF AGREEMENT

Section 2.01 General Purpose. The general purpose of this Agreement is to enable Township to divert from the sewage flow into its wastewater treatment facility to the wastewater treatment facility of City a volume of sewage not to exceed 4.8 MGD. The parties hereto acknowledge that the sewage to be diverted to City’s wastewater treatment facility originates from a number of municipalities identified in the preamble above. In order to divert such sewage flow to City’s wastewater treatment facility the Township shall construct at its cost a pump station, related facilities and a sewer line from a point at or near Township’s main interceptor on the east side of Codorus Creek to transport sewage to City’s wastewater treatment facility through the facility’s headwall on the west side of said Creek. Township shall pay to City certain fees and charges hereinafter set forth for the right to divert sewage flow to City’s

wastewater treatment facility and Township's equal and ratable share of the cost of treating such sewage measured by the cost of operating and maintaining City's facility.

Section 2.02: Cooperation Between Parties. City and Township agree to cooperate with each other and participate as necessary in all construction, alteration, changes and additions required to connect Township's main interceptor line to City's wastewater treatment facility. The City agrees to cause the York City Sewer Authority to grant and convey to Township a permanent easement in, over, under and across Authority's property from its boundary line to the headwall of the wastewater treatment facility for the construction and installation of the connecting sewer line.

Section 2.03: Ownership and Control. The parties hereto acknowledge and agree that notwithstanding any provision of this Agreement relating to cooperation between and participation by the parties in any of the undertakings herein referred to, the wastewater treatment facility is and shall remain the sole and exclusive property of the York City Sewer Authority subject to City's leasehold interest therein. The pumping station, related facilities and sewer line to be constructed by Township in order to connect its interceptor to City's wastewater treatment plant is and shall become sole and exclusive property of Township. The parties further acknowledge and agree that any joint or mutual action taken pursuant to this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties and that the provisions of this Agreement relating to any and all payments to be made by Township to City are in consideration of the Township's use and right to use City's wastewater treatment facility for the treatment of sewage as herein provided.

ARTICLE III. PLANNING DESIGN AND CONSTRUCTION

Section 3.01: Plans and Specifications. Plans and specifications for all construction, alteration, changes, additions and equipment required or reasonably necessary to construct the pump station and connect Township's interceptor to City's wastewater treatment facility at the headwall shall be prepared by Township's consulting engineers at Township's sole cost. Such plans and specifications, insofar as they pertain to facilities on property of the York City Sewer Authority, shall be made available to City and its consulting engineers for review and approval prior to construction. To the extent that such design plans and specifications need to be approved by York City Sewer Authority, City agrees to cause such approval to be obtained.

Section 3.02: Act 537 Approval. City and Township acknowledge that each of them have filed a sewage facilities plan with DEP under and pursuant to the Sewage Facilities Act (Act 537) and that the diversion of 4.8 MGD of sewage flow from Springettsbury's interceptor to City's wastewater treatment facility will require that each municipality amend its sewage facilities plan. Upon the execution of this Agreement City and Township each agree to cause an amendment to be prepared for their respective sewage facilities plans and that both will use their best efforts to cause said plans to be approved by DEP.

Section 3.03: Request for Bids and Award of Contracts. Upon approval by Township and City of final design plans and specifications, and subject to the availability of financing, if any,

acceptable to Township, Township agrees to request bids for all of the facilities required to connect Township's interceptor to City's wastewater treatment facility.

Section 3.04: Prosecution of Work. Upon the award of contracts, Township agrees to cause the work to be prosecuted and completed by the contractor or contractors substantially in accordance with the final design plans and specifications, and, barring acts of God, strike, war, insurrection, or other acts or matters beyond Township's control, said work shall be done and performed within the time schedule set forth in the contract documents. Any changes in the plans and specifications relating to work to be performed on the property of the York City Sewer Authority shall be subject to prior approval of the City. The City agrees that it will not do anything to impede the progress of the work and that Township's contractor or contractors shall have full and complete access to City's facilities as necessary to complete the work. Township agrees that the work to be performed shall be performed with the least possible interruption to City's wastewater treatment facility operations and that full access to its facilities will be provided to City at all times.

ARTICLE IV. ALLOCATION OF TREATMENT CAPACITY

Section 4.01: Treatment Capacity Allocated. City grants and allocates to Township 4.8 MGD of treatment capacity and agrees to accept from Township through the connection facilities herein above described a daily flow of 4.8 million gallons of sewage as measured over a twenty four (24) hour period, subject to the maximum peaking described in Section 4.05.

Section 4.02: Measurement of Flow. Township shall cause metering or measuring equipment and devices to be installed or constructed in the pump station contemplated by this Agreement for the purpose of measuring the sewage flow from Township's interceptor to City's wastewater treatment facility. Such metering and measuring equipment and devices shall be electronically connected to a recording device installed at the wastewater treatment facility. Such metering equipment, devices and recorders shall be of a standard and accepted type as approved or specified and designed by Township's consulting engineers, and the same shall accurately measure, totalize and record the sewage flow entering City's wastewater treatment facility from Springettsbury interceptor.

Section 4.03: Calibration of Metering Device. The metering equipment, devices and recorders referred to in Section 4.02 hereof shall be maintained in good order and repair by Township and shall be calibrated for accuracy within five per cent and so certified annually to City. City shall have the right at any time, at its sole expense, to have an independent certification of accuracy made to said equipment or devices.

Section 4.04: Break down or Malfunction of Meter. In the event that a metering or measuring device shall break down or malfunction, the average daily flow of sewage through such meter in the thirty day period immediately preceding the break down or malfunction shall furnish the basis for computing sewage flow from the Township during the period the meter or measuring device is out of service.

Section 4.05: Maximum Use of Capacity. Township agrees that the sewage flow from Township's interceptor shall not exceed 6.5 MGD in any twenty-four (24) period. In the event that the sewage flow from Township's interceptor to City's wastewater treatment facility shall for a twenty-four (24) hour period exceed 6.5 MGD of capacity, Township upon notice of the same shall within three (3) hours restrict the volume of flow to City's wastewater treatment facility to an amount which does not exceed the capacity allocation herein granted. Township agrees to pay City a "surcharge" fee of \$1,000.00 for each twenty-four (24) hour period during which the flow exceeds 4.8 MGD but does not exceed 6.5 MGD. For each twenty-four (24) hour period that the flow exceeds 6.5 MGD, the surcharge fee shall be \$2,000.00. In no event shall the instantaneous pumping rate of sewage from Township's pumping station to City's wastewater treatment facility exceed 12.0 MGD without the concurrence of the City. Such concurrence may initially be verbal, but shall be confirmed in writing.

Section 4.06: Change in Rate of Capacity. In the event that City's wastewater treatment facility shall be re-rated to increase the treatment capacity of the facility above its current rated capacity of 26 MGD, Township shall be entitled to acquire and use not less than its pro rata share of such increased capacity which is agreed to be 15.38 per cent. Township agrees to pay its pro rata share of all costs relating to the re-rating.

Section 4.07: Transfer of Capacity. Township shall have the right and privilege, with the written consent of City if such consent is required by City's agreement with the transferring municipality, to acquire from another municipality which has been allocated treatment capacity in City's wastewater treatment facility, a portion of such municipality's treatment capacity. It is

the intent hereby that this Agreement shall not bar Township from acquiring additional treatment capacity from other municipalities contributing sewage flow to City's wastewater treatment facility to the extent that such municipality has excess capacity not being used by it.

ARTICLE V. CAPACITY CHARGES

Section 5.01: Annual Investment Cost. In consideration of the 4.8 MGD sewage treatment capacity granted by City to Township pursuant to this Agreement, Township shall pay to City annually for a period of twenty (20) years on or before July 1, the sum of \$230,000.00 in recognition of City's investment in the wastewater treatment facility as of the date of this Agreement. The first such payment shall be made on or before July 1, 2002 and annually thereafter until July 1, 2021. Furthermore, the Township shall pay to City annually for a period of three (3) years commencing on July 1, 2022 the sum of \$30,000.00 and annually thereafter until July 1, 2024 at which time such payments shall terminate.

Section 5.02: Debt Service Cost. As additional consideration for the treatment capacity granted by City to Township pursuant to this Agreement, Township shall pay to City toward City's future lease rental cost for the wastewater treatment facility, the sum of \$601,000.00 annually for a period of seventeen (17) years. The said sum shall be paid in two annual installments of \$300,500.00 each on the first day of April and the first day of October of each year. The first such installment shall be paid on April 1, 2002 and semi-annually thereafter until October 2018. Furthermore, the Township shall pay to City annually for a period of three (3)

years commencing on April 1, 2019 the sum of \$76,000 and annually thereafter until April 1, 2021 at which time such payments shall terminate.

Section 5.03: Transportation Cost. Under no circumstances will Township be responsible for transportation charges through the term of the Agreement.

ARTICLE VI. SEWAGE TREATMENT CHARGES

Section 6.01: Basis for Treatment Charges. Township shall pay to City as sewage treatment charges Township's pro rata share of the operating expense for City's wastewater treatment facility determined annually as provided in the following Sections of this Article.

Section 6.02: Audit of Operation Costs. Annually on or before April 1 of each year, City shall cause an audit to be performed of the cost of operation of the wastewater treatment facility during the preceding calendar year ending as of December 31. Said audit shall be performed by an independent certified public accountant or a firm of such accountants appointed for that purpose by City and which accountant or firm may be the same as City shall have appointed audit its annual financial statements. Within ten (10) days of the receipt of such audit report the City shall furnish a certified copy of the same to Township.

Section 6.03: Contents of Audit Report. The audit report shall set forth in acceptable detail the total operating expenses for the wastewater treatment facility and shall exclude any and all other expenses. From the amount so determined the accountant shall deduct any state or

federal operating expense, grants, subsidies, reimbursements, septage fees and charges, and any other receipts of any kind attributable to operations paid by anyone other than the municipal users of the wastewater treatment facility. The remainder so determined shall be the net operating expenses of the facility and the amount thereof shall be divided by the aggregate number of gallons of sewage treated from all of the municipalities using the facility to arrive at a cost per gallon figure. The cost per gallon figure shall be multiplied by the number of gallon contributed by Township, the product of which shall be Township's share of the treatment costs for the audit year. Any payments made by Township during the audit year on account of the treatment charges as hereinafter provided shall be subtracted from the amount so determined and Township shall pay the difference within sixty (60) days of receipt of the audit report.

Section 6.04: Keeping of Records and Accounts. The City shall, during the term of this Agreement, keep appropriate and accurate records and accounts of the operating expenses of the wastewater treatment facility, the receipt of all funds received in payment for operating expenses, and any and all other information as shall be reasonably required to enable the accountant to prepare the audit report with accuracy and consistent with its purpose and intent that the operating expenses of the facility be share equitably among the users of the facility. Township may, upon reasonable written notice to City, and at Township's sole cost and expense, review or audit City's records and accounts.

Section 6.05: Payments on Account. During the term of this Agreement, Township shall pay to City quarterly on or before January 1, April 1, July 1 and October 1 of each year on account of the treatment charges amounts as follows: During the first year of this agreement the

amount of said payments shall be based on the amount of the estimated flow to be diverted from Township's interceptor to City's wastewater treatment facility multiplied by the most recent cost per gallon figures available to City relating to its cost of operations. After the first year the amount of such payments on account shall be determined from the audit for the preceding year. Township's account City shall be adjusted annually as provided in Section 6.03 above and in the event that Township shall have overpaid the annual charge, such overpayment shall be credited against Township's obligation for the then current year.

ARTICLE VII. SEWAGE QUALITY STANDARDS AND PRETREATMENT

Section 7.01: Sewage Quality Standards. The City agrees to treat and dispose of the sewage from Township in accordance with such DEP, EPA or other governmental requirements as may be in effect from time to time. The sewage from Township shall not exceed the agreed loading limits as follows:

- a) Maximum of 4,800,000 gallons during any period of 24 consecutive hours.
- b) Maximum of 11,609 pounds of biochemical oxygen demand during any period of 24 consecutive hours.
- c) Maximum of 8,207 pounds of suspended solids during any period of 24 consecutive hours.
- d) Maximum of 600 pounds of Ammonia Nitrogen during any period of 24 consecutive hours.

- e) Maximum of 280 pounds of Total Phosphorus during any period of 24 consecutive hours.

City and Township each have and agree to maintain in full force and effect ordinances governing the quality of sewage discharged by users into their respective collector and interceptor systems. Said ordinances prohibit the discharge or introduction of certain types of waste into the parties respective sewer system and/or limit waste with excessive BOD, suspended solids and other harmful elements. Upon the execution of this Agreement the parties shall confer and compare their respective ordinances and if necessary Township agrees to amend its ordinance to bring it into conformity with City's ordinance.

Section 7.02: Industrial Pretreatment. The City and Township have each adopted ordinances and have filed plans with EPA requiring industrial and certain commercial users to pre-treat sewage generated by such users to required standards before the same is discharged into the parties respective sewer systems. The parties each agree to keep such ordinances in full force and effect in such form as shall be satisfactory to EPA and to keep on file with EPA an approved plan for industrial pretreatment and the enforcement of all requirements thereof.

Section 7.03: Enforcement. The City and Township each agree to enforce the ordinances referred to in this Article to compel compliance with the provisions of this Article and all state and federal regulations respecting the matters herein referred to. Such enforcement shall as necessary include the refusal to issue permits, the revocation of permits, the institution of prosecutions for violations or the institution of actions in equity to enjoin violations. Township

shall provide City with copies of all current and future permits, revocations of permits and violations of pretreatment standards of any industry tributary to flow diverted to City. All fines, civil penalties, disruption charges or other amounts collected by Township from any violator of Township's sewer quality ordinance or pretreatment ordinance shall be divided between City and Township in the same proportion as the flow diverted to the City on the date of the violation bears to the total volume of sewage from Springettsbury's interceptor treated at both the City's and Township's wastewater treatment facilities on the date of the violation.

ARTICLE VIII. BUDGET AND REVENUE

Section 8.01: Annual Budget. The City and Township each agree that they will annually provide in their official budgets for the payment of all costs, charges or other payments herein agreed to be made and for any and all other costs or expenses as shall be necessary to perform and fulfill all other obligations and covenants of this Agreement.

Section 8.02: Revenues. The City and Township each agree that during the term of this Agreement they will by proper and lawful ordinance or resolution provide revenues for all budgeted amounts by imposing sewer rentals or charges, tapping or connection fees, special taxes, assessments, or obtain monies by any other lawful means, sufficient to pay all obligations incurred by either under this Agreement.

Section 8.03: Grant Funding. In the event that Township or City, either jointly or individually, shall receive any governmental grant funding toward the capital cost of the facilities required to be constructed to divert the sewage flow from the Township's interceptor to the City's wastewater treatment facility, the parties agree that such grants shall be applied to the capital costs of the facilities that have been paid for by the Township prior to receipt of any grant funding, the amount of such funding shall be paid to Township in reimbursement.

Section 8.04: Sewer Reserve Account. Township acknowledges that City, pursuant to Section 11 of its Agreement of Lease with the York City Sewer Authority dated as of September 15, 1987, as supplemented, is required to maintain a segregated account known as the "Sewer Reserve Account" containing funds in an amount of not less than 4 months operating expenses of the City's wastewater treatment facility and one year's administrative expense of the Authority and which funds can be used only for those expenses should the City's Sewer Revenue Account be insufficient for such purposes. Any deficiency in the Sewer Reserve Account is required to be made good within one year of its occurrence. Should a deficiency occur in the Sewer Reserve Account through no fault of the City in imposing and collecting sufficient revenues to pay all operating expenses of the City's wastewater treatment facility, Township agrees to pay to City an amount determined by multiplying its proportionate share of treatment capacity by the amount of such deficiency.

ARTICLE IX. ADDITIONAL COVENANTS

Section 9.01: United States Laws. The City and Township agree with respect to all sanitary sewage and industrial waste originating within their service areas that they will, at all times during the term of this Agreement, comply with and enforce the provisions of the Federal Water Pollution Control Act, its amendments, supplements or revisions; that they will comply with and enforce all rules, regulations, standards or orders adopted pursuant to said Act, its amendments, supplements or revisions; that they will comply with and enforce the provisions of any other United States law, rule or regulation relating to any matter contained in this Agreement; and that they will do and perform each and every act required to enable City to meet and comply with the standards and requirements of any national pollution discharge elimination permit applied for or issued to City.

Section 9.02: Pennsylvania Laws. The City and Township agree with respect to all sanitary sewage and industrial wastes originating in their respective service areas that they will, at all times during the term of this Agreement, comply with and enforce the provisions of the Pennsylvania Sewage Facilities Act, its amendments, supplements or revisions; that they will comply with and enforce all rules and regulations, standards or orders of DEP adopted pursuant to said Act; that they will comply with and enforce the provisions of any other Pennsylvania law, rule or regulation relating to any matter contained in this Agreement; and that they will do and perform each and every act required to enable City to meet and comply with the standards and requirements of any discharge permit applied for or issued to City.

Section 9.03: Effect of Governmental Orders. The City and Township acknowledge and agree that, notwithstanding any of the provisions of this Agreement relating to sewer capacity allocated to Township, City shall not be liable to Township for damages or otherwise by reason of the inability of City to accept and treat the amount of sewage allocated to Township if such inability is as result of a direct order of DEP or EPA limiting or restricting the total volume of sewage to be treated at the wastewater treatment facility for any reason; provided, however, that City shall not be released from liability if such limitation or restriction is attributable to the negligence or lack of due care on the part of City.

ARTICLE X. MISCELLANEOUS PROVISIONS.

Section 10.01: Effective Date. This Agreement shall be effective as of the date hereof as to all of the covenants and undertakings herein set forth, except that the payments herein agreed to be made by Township for treatment charges shall not commence until the connection between Township's interceptor and City's wastewater treatment facility has been made and City has receive an accepted sewage flow from such connection.

Section 10.02: Term of Agreement. The term of this Agreement shall be indefinite and shall continue under the terms and conditions herein set forth for as long as any capacity charges are herein scheduled to be made by Township to City. It is the intent of the parties that as of such date as the scheduled capacity charges terminate, this Agreement will be renegotiated and continued for such further period of time as the parties shall agree.

Section 10.03: Amendments. This Agreement shall be amended only in writing executed by the parties hereto with the same formality as this Agreement is executed.

Section 10.04: Construction. The construction of this Agreement shall be governed by the laws and rules of evidence of the Commonwealth of Pennsylvania.

Section 10.05: Entire Agreement. This Agreement constitutes the entire agreement between the parties as respects any matter herein contained and no representation or covenant of any person made for or on behalf of any party, express or implied, shall be deemed to alter, change, revise or amend any covenant or agreement herein set forth.

Section 10.06: Multiple Counterparts. This Agreement shall be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterpart shall constitute but one and the same instrument.


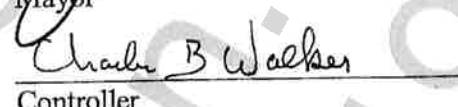
Section 10.07: Repeal of November 11, 1999 Agreement. This Agreement shall repeal and replace an Agreement between the Township and the City dated November 11, 1999 (the 1999 Agreement) covering the same subject matter. Any actions taken or obligations assumed by either party pursuant to the 1999 Agreement are hereby ratified and affirmed to the same end as if they had been undertaken or assumed pursuant to this Agreement.

IN WITNESS WHEREOF, City and Township have caused this Agreement to be executed by their duly authorized officials.

Attest:


Clerk

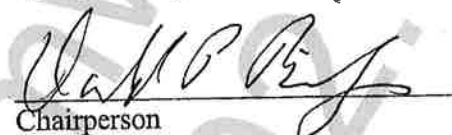
City of York


Mayor

Controller

Attest:


Secretary

Springettsbury Township


Chairperson

IN WITNESS WHEREOF, City and Township have caused this Agreement to be executed by their duly authorized officials.

Attest:

Deanna P. Thom
Clerk

City of York

By: Charles N. Roberts
Mayor

Fay Troutman, Controller
Springettsbury Township

Attest:

Paul D. Arnie
Secretary

By: Lori D. Melick
Chairperson

Council of the City of York, PA
Session 2002
Resolution No. 44

Introduced by: 
Joseph R. Musso

Date: March 19, 2002

WHEREAS, the City of York (City) and Springettsbury Township (Township) signed an agreement dated November 11, 1999 to transfer sewer capacity between the City and Township, and

WHEREAS, Township wishes to purchase additional sewer capacity from the City and the City has this capacity available for sale, and

WHEREAS, the City and Township have negotiated a new agreement,

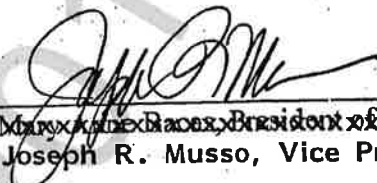
NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized and the Controller is authorized and directed to execute the revised Articles of Agreement for the sale of sewer capacity to Springettsbury Township, a copy of which is attached hereto and made a part hereof.

PASSED FINALLY: March 19, 2002

BY THE FOLLOWING VOTE:

YEAS: Texter, Musso, Smith, _____, _____

NAYS: None


~~Mayor~~ Joseph R. Musso, Vice President of Council

ATTEST:


Dianna L. Thompson, City Clerk