

**SPORTSMAN’S/OAKHURST/NORTH BRANCH/WOODRIDGE INTERCEPTOR
AGREEMENT**

This Sportsman’s/Oakhurst/North Branch/Woodridge Interceptor Agreement (hereinafter "2023 Agreement") is made and entered into this _____ day of _____ 2023 by and between LOWER PAXTON TOWNSHIP AUTHORITY, a duly authorized authority under the Municipality Authorities Act of 1945, as amended, (hereinafter "Lower Paxton") and, SUSQUEHANNA TOWNSHIP AUTHORITY, also a duly authorized authority under the Municipality Authorities Act, (hereinafter "Susquehanna").

BACKGROUND

WHEREAS, on or about December 21, 1998, Susquehanna and Lower Paxton entered into an Oakhurst Interceptor Agreement (Agreement); and

WHEREAS, on June 4, 2013, Susquehanna and Lower Paxton entered into the Oakhurst Interceptor Agreement – 2013 Update (“2013 Agreement”) following construction of the Oakhurst Interceptor pursuant to a separate Sewer Extension Agreement among Donco, Lower Paxton and Susquehanna; and

WHEREAS, Lower Paxton and Susquehanna have agreed upon an updated allocation of costs based on the low bid received by Susquehanna, including soft costs incurred for design, bid and land acquisition for the upgrade and expansion of Susquehanna’s existing Woodridge Interceptor and existing Paxton Creek Interceptor – North Branch, for future costs for maintenance, repair and replacement of the Sportsman’s Interceptor, Oakhurst Interceptor, Woodridge Interceptor and Paxton Creek Interceptor – North Branch which allocation of costs were previously estimated in the 2013 Agreement; and

WHEREAS, Lower Paxton and Susquehanna are hereby updating and implementing the Agreement as specifically provided in this 2023 Agreement, which shall replace the 2013 Agreement in its entirety.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of same being acknowledged, intending to be legally bound hereby, Susquehanna and Lower Paxton do agree as follows:

1. Recitals. The recitals set forth above, to the extent consistent with the following provisions, are incorporated herein by reference thereto.

2. Flow Allocation. Sportsman's Interceptor. The Sportsman's Interceptor has a limiting section pipe capacity of 1.21 mgd, all of which is currently allocated to Lower Paxton, as shown in Exhibit D Future Maintenance, Repair and Replacement Cost Sharing. Future connections to the Sportsman's Interceptor by Susquehanna may occur to accommodate development in Susquehanna Township. Lower Paxton confirms its consent to permit Susquehanna Township to connect to the Sportsman's Interceptor in the future, the actual connection at Susquehanna's sole cost and expense, and thereafter transmit its wastewater through the Sportsman's Interceptor. In the event such connections occur, the Future Maintenance, Repair and Replacement Cost Sharing shown in Exhibit D will be amended to reflect the new allocations to Susquehanna and Lower Paxton, respectively. In the event that Susquehanna connects to the Sportsman's Interceptor in the future, Susquehanna will install metering equipment to monitor any future connection points that are tributary to the Interceptor. Metering data for the connections will be used for determining the flow contribution from the respective parties with respect to the capacity allocation for each.

3. Flow Allocation – Oakhurst Interceptor. The Oakhurst Interceptor has a limiting section pipe capacity of 4.2 mgd, of which 1.62 mgd is allocated for the use of Lower Paxton and 2.58 is allocated for the use of Susquehanna, except for Segment 5 which has a pipe capacity of 4.2 mgd, all of which is allocated to Lower Paxton until such time as Susquehanna connects to the Sportsman Interceptor and the capacity allocations are amended. Each of the parties agree to use all reasonable efforts to limit flows to the Oakhurst Interceptor in accord with such stated flows (the "Oakhurst Flow Allocation"). The Oakhurst Flow Allocation, based on pipe capacity noted above, supersedes prior flow allocation calculations which were based on peak flow. The prior flow allocation calculations based on peak flow are shown in Exhibit E for reference.

The parties shall install, maintain, and monitor continuous flow metering device(s), the exact location to be mutually agreed between the parties' engineers, to measure total flow from Lower Paxton Township and Susquehanna Township in the Oakhurst Interceptor. These meters shall be operated each year for at least the period beginning November 1 and ending April 30. The operating period may be extended by written request of either party.

Lower Paxton shall maintain a meter in a manhole to measure the flow leaving Lower Paxton Township that was previously flowing to the Gale Drive Pump Station. This meter is anticipated to be located in a Lower Paxton Township owned manhole within Segment 5 (Exhibit "A"). Lower Paxton may be required to install additional metering to monitor other Lower Paxton connection points that may become tributary to the Oakhurst Interceptor in the future. Such requirement shall be at the sole discretion of Susquehanna, but only in the event that the Oakhurst Interceptor is determined to be at 80% of the total Oakhurst Flow Allocation.

Future connections to Segment 5 by Susquehanna may occur to accommodate development in Susquehanna Township. In the event such connections occur, the Future Maintenance, Repair and Replacement Cost Sharing shown in Exhibit D will be amended to reflect the new allocations to Susquehanna and Lower Paxton, respectively. At the time of connection, Susquehanna will install additional metering to monitor the connection points that may become tributary to the Oakhurst Interceptor, Segment 5. Metering data for the connections will be used for determining the flow contribution from the respective parties with respect to the capacity allocation for each.

4. Connection to Oakhurst Interceptor by Lower Paxton. Susquehanna confirms its consent to permit Lower Paxton to connect to the Oakhurst Interceptor, the actual connection at Lower Paxton's sole cost and expense, and thereafter transmit its wastewater through the Oakhurst Interceptor, the Woodridge Interceptor and thereafter into the North Branch of the Paxton Creek Interceptor, all of which are located in Susquehanna Township.

5. Woodridge Interceptor Upgrade – Flow and Cost Allocation. It has been determined by Susquehanna's Engineer that in order to accommodate the increased flows from future development in Susquehanna Township and the Oakhurst Interceptor, an upgrade will be required for the Woodridge Interceptor, the planning, design and implementation of which is underway at the time of execution of this Agreement. The area of the required upgrade and renovation of the Woodridge Interceptor shall be from Susquehanna MH 2-33 to Susquehanna MH 73-1A as shown in Exhibit "A" entitled "Paxton Creek Basin Interceptor Schematic" and made a part hereof by reference thereto. Also attached hereto, marked Exhibit "B" and made a part hereof by reference thereto, is a breakdown setting forth the cost allocation between Lower Paxton and Susquehanna for upgrades to the Woodridge Interceptor based upon pipe capacity.

6. Paxton Creek Interceptor - North Branch Upgrade - Flow and Cost Allocation. It has been determined by Susquehanna's Engineer that, in order to accommodate the increased flows from future development in Susquehanna Township and the Oakhurst Interceptor, an upgrade will be required for the Paxton Creek Interceptor-North Branch, the planning and implementation of which is underway at the time of execution of this Agreement and in conjunction with the Woodridge Interceptor project. The area of the required upgrade and renovation of the Paxton Creek Interceptor – North Branch shall be from Susquehanna MH 1- 45 to Susquehanna MH 2-33 as shown in Exhibit "A". Also attached hereto, marked Exhibit "C" and made a part hereof by reference thereto, is a breakdown setting forth the cost allocation between Lower Paxton and Susquehanna based upon pipe capacity. After completion by Susquehanna each of the parties agree to use all reasonable efforts to limit flows into the Paxton Creek Interceptor – North Branch in accord with the respective capacity allocations.

7. Future Maintenance. Repair and Replacement of Shared Facilities. It is agreed that following completion of the upgrades of Paxton Creek Interceptor – North Branch, and Woodridge Interceptors and inspection by the respective engineer of Lower Paxton and Susquehanna, Susquehanna shall thereafter have the primary responsibility to maintain, operate, replace and repair all segments of the Paxton Creek Interceptor – North Branch including the Oakhurst Interceptor, Segments 1 through 4, and the Woodridge Interceptor. Lower Paxton shall have the primary responsibility to maintain, operate, replace and repair the Sportsman’s Interceptor and Oakhurst Interceptor, Segment 5. The future maintenance, repair and replacement of the interceptors is subject to the prompt reimbursement by the respective parties based upon the percentages as shown in Exhibit D Future Maintenance, Repair and Replacement Cost Sharing Allocation and made a part hereof by reference thereto. As needed, the engineers for Susquehanna and Lower Paxton shall meet, discuss and make recommendations as to any modification or change in said percentages in consideration of any changes to the respective flow contributions of the parties to each segment whereupon the parties shall by further agreement amend said contribution and percentages for future repair, maintenance, and replacement until further amendment if any will be approved. The

party responsible for the repair of the respective interceptor will provide advanced notice of *at least* one (1) year of any required maintenance, repair or replacement action estimated to cost in excess of \$25,000, providing the other party opportunity to review and approve such maintenance, repair and replacement work which approval shall not be unreasonably withheld or delayed. This notice may be reduced in the event of a need for an emergency repair, provided that as much notice as possible is provided to the other party, the issuance of which will include a description of the emergency, proposed repair(s), and cost of repair(s).

8. Review of Flow Allocation. If at any time either party would exceed its allocated capacity based on hourly peak flow in the Oakhurst, Woodridge or Paxton Creek – North Branch Interceptors, as recorded by properly functioning flow meters, Susquehanna will notify Lower Paxton that significant and excessive flow problems may exist, whereupon, the engineers of Susquehanna and Lower Paxton shall, within sixty (60) days of Susquehanna's notification to Lower Paxton, investigate and determine if such excessive flow exists, determine the cause of such excessive flow, determine what action is deemed necessary and proper to limit the excessive flow and the manner in which the responsible party(ies) shall correct same at their sole cost. After such determination, if the flows are determined to be excessive, the responsible party(ies) shall within thirty (30) days prepare a plan of action to include a schedule of completion, and, thereafter, promptly seek approval from the other party, and from PADEP, if required. If required to be submitted to PADEP, the plan shall be submitted to the other party for approval prior to submission to PADEP. Approval by the other party, whether the plan is submitted to PADEP or not, shall not be unreasonably withheld, delayed or conditioned. Following approval by PADEP, the responsible party(ies) shall again promptly effectuate same in accordance with the approved PADEP schedule. Time shall be of the essence in performance of the obligation herein set forth. Any limitation of further connections during any period when excessive flow problems may exist shall be in accordance with PADEP Rules and Regulations, including Chapter 94, as may be amended or other relevant statutes, rules and regulations. It is noted that nothing shall prohibit either party from purchasing additional capacity from the other party.

9. Excess Flow Capacity Allocation. If at any time either party would require additional flow than contemplated in this Agreement, and should capacity exist at that time, the cost of share of that flow shall be determined utilizing the same methodology as noted herein.

10. Definition of EDU. For the purpose of allocating flow from any new development, the term "EDU", or equivalent dwelling unit is agreed to be defined as a unit of measure for the allocating flow of sanitary sewer and/or industrial waste from an improved property. Each residential unit of any kind is synonymous with an equivalent dwelling unit. The flow from non-residential improvements shall be converted to EDUs by dividing the estimated daily water consumption, or actual water consumption available, by the gallons/day per EDU in accordance with Resolutions and Intermunicipal Agreements in effect at the time of connection as defined by each party to the Agreement.

11. Characteristics of Wastewater. The characteristics of the wastewater, or sewage, to be transmitted by Susquehanna and Lower Paxton through the lines involving the Oakhurst Interceptor shall be defined and limited as set forth in a certain agreement between the City of Harrisburg and various municipalities, to include Lower Paxton and Susquehanna, dated January 29, 1958, revised September 15, 1976, and/or any other subsequent agreement with the City of Harrisburg or its successor or assigns, and neither party hereto shall knowingly permit wastewater/sewage to be transmitted, which is prohibited by said agreements, amendments or supplements.

12. Construction Payments/Change Orders. It is agreed that during the construction of the North Branch and Woodridge interceptors that Lower Paxton shall make appropriate progress payments to Susquehanna for certain sums incurred by Susquehanna during the progress of the design, bidding, land acquisition and construction of the Interceptor Upgrades as may be required and requested from time to time by Susquehanna in accordance with Exhibit B Woodridge Interceptor Cost Allocation and Exhibit C North Branch Interceptor Cost Allocation. Payment for future projects on the Sportsman's Interceptor, Oakhurst Interceptor, Woodridge Interceptor and North Branch Interceptor will be paid in accordance with Exhibit D Future Maintenance, Repair and Replacement Cost Sharing. Lower Paxton has agreed to make such payments no more than thirty (30) days after Susquehanna's requisition request, unless said request would indicate that such costs are inappropriate or grossly at issue

with the reasonable, ordinary and standard cost estimates for such type and form or budget as previously agreed. During construction, Susquehanna will review and approve necessary change orders. The cost of the change orders will be added to the total cost of the project and the cost allocated in accordance with the allocations detailed in this Agreement.

It is agreed that during construction, Susquehanna shall require any contractor to maintain appropriate insurance to insure its liability for claim from accidents and other forms of exposure carried during construction. Following completion of the North Branch and Woodridge Interceptors any and all insurance required shall be obtained by Susquehanna.

13. Exchange of Information. It is agreed that each party shall have the mutual right to obtain information from the records of each of the parties at a reasonable time not to exceed thirty (30) days and upon a reasonable request to obtain access to the Woodridge Interceptor and Paxton Creek – North Branch for the purpose of inspection with reasonable notice being given in advance of such request in order not to disrupt the normal business activities of the other party.

14. Term of 2023 Agreement: Assignment. The improvements made herein are intended to have a lifetime of fifty (50) years. Accordingly, Susquehanna and Lower Paxton agree they will discharge sanitary sewer to the said facilities for said period of fifty (50) years, which shall be the effective term of this 2023 Agreement. Susquehanna and Lower Paxton shall have the right and privilege, at any time, to assign and transfer this 2023 Agreement to such Authority or entity that may be hereinafter legally organized by either the operation of sewage transmission systems in Susquehanna and Lower Paxton Townships. Upon such assignment, the assignee shall be subject to all the obligations of this 2023 Agreement and entitled to all privileges of same.

15. Permits. The parties hereto agree to cooperate with each other during the construction of the upgrade to the Woodridge Interceptor and Paxton Creek Interceptor – North Branch to make joint application should any joint permits be required by the Commonwealth of Pennsylvania, United States of America or any other government body of political subdivision. Any costs associated with such application or permit shall be born by the parties pursuant to the allocations of costs as hereinbefore stated.

16. Dispute Resolution. The parties hereto agree that any difference throughout the term of this 2023 Agreement shall be initially submitted, in all cases, to mediation with a qualified mediator agreeable to both parties. In the event that mediation is not successful, the parties shall proceed to the Dauphin County Court of Common Pleas to resolve the dispute.

17. Miscellaneous. The parties agree that the status of this 2023 Agreement shall be at all times the County of Dauphin, Pennsylvania and this 2023 Agreement shall be interpreted in accordance with the laws of said Commonwealth.

18. Notices. All notices required to be given by any of the provisions of this 2023 Agreement, unless otherwise stated, shall be in writing and delivered in person, by certified mail, return receipt requested or by nationally recognized overnight delivery service, to the appropriate party at the address set forth below.

a) To Lower Paxton:
Township Manager
Lower Paxton Township Authority
425 Prince Street
Harrisburg, PA 17109

With a copy to:
Solicitor
Lower Paxton Township Authority
23 Waverly Drive
Hummelstown, PA 17036

b) To Susquehanna:
Township Manager
Susquehanna Township Authority
1900 Linglestown Road
Harrisburg, PA 17110

With a copy to:
Solicitor
Susquehanna Township Authority
3631 North Front Street
Harrisburg, PA 17110

As stated, all such notice of communication will be deemed to have been given on the date of delivery if delivered in person, mailed by registered or certified mail three (3) business days after the date of placing such in the mail, or by nationally recognized overnight courier service, the date of actual receipt or refusal.

19. Entire Agreement. The parties agree that the WHEREAS clauses hereinbefore shall be incorporated into this 2023 Agreement as if stated fully and completely; the parties further

agree that this document contains all the agreements which have been reduced to writing, and that no verbal side agreements between the parties pertaining to this 2023 Agreement exist or have any legal effect; the parties further agree that any amendment or revision to this 2023 Agreement must be in writing executed by both Lower Paxton and Susquehanna.

IN WITNESS WHEREOF, the parties hereto set their hands and seals intending to be legally bound the day and year as above identified having fully approved same by proper and legal procedure and process.

ATTEST:

LOWER PAXTON TOWNSHIP AUTHORITY

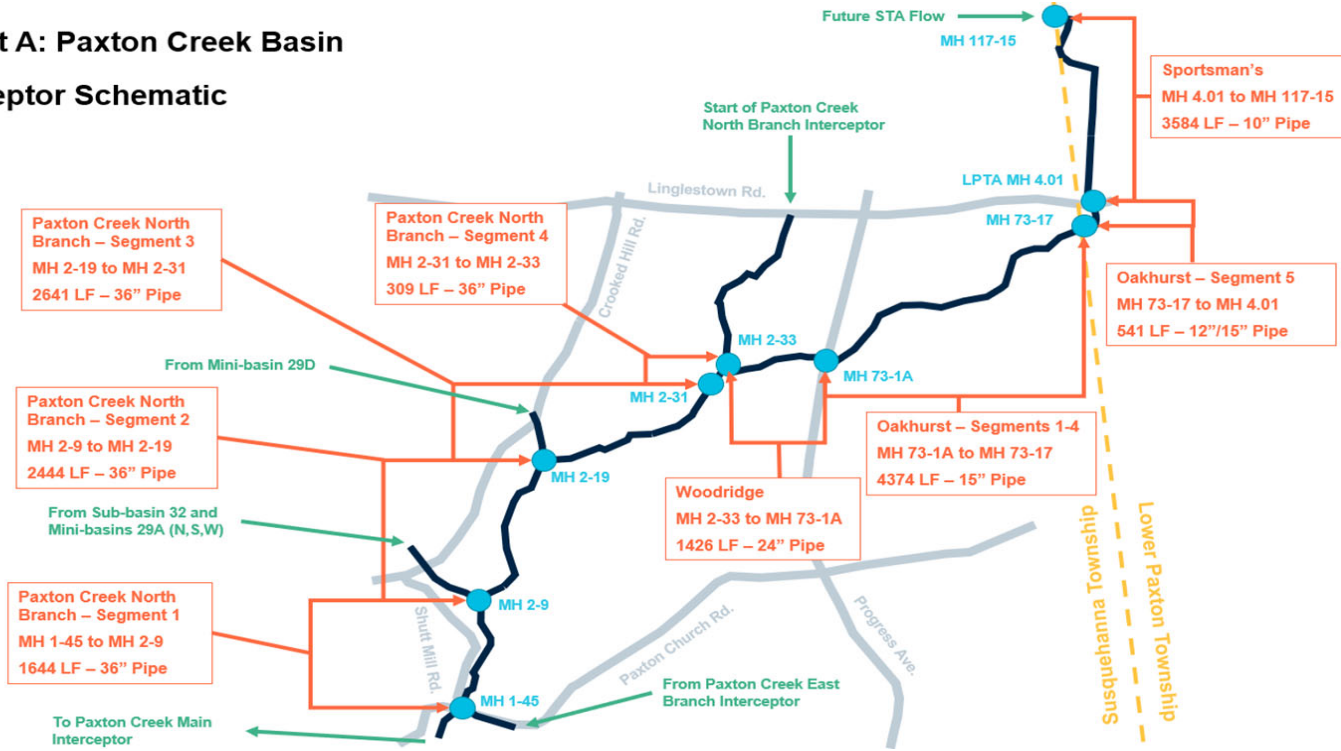
By: _____

ATTEST:

SUSQUEHANNA TOWNSHIP AUTHORITY

By: _____

Exhibit A: Paxton Creek Basin Interceptor Schematic



**Exhibit B
Woodridge Interceptor Cost Allocation**

Interceptor Segment	Manhole Run	Pipe Length (LF)	Construction Cost (\$)	STA		LPTA	
				Capacity Share %	STA Construction Cost (\$)	Capacity Share %	LPT Construction Cost (\$)
Woodridge Interceptor	MH 2-33 to MH 73-1A	1426	966,060	85%	821,151	15%	144,909
Total		1426	966,060		821,151		144,909

Note: Based on Anrich bid price \$6,306,116.25

**Exhibit C
North Branch Interceptor Coast Allocation**

Interceptor Segment	Manhole Run	Pipe Length (LF)	Construction Cost (\$)	STA		LPTA	
				Capacity Share %	STA Construction Cost (\$)	Capacity Share %	LPT Construction Cost (\$)
PCNBI	MH 1-45 to MH 2-33	7038	5,340,056	95%	5,073,053	5%	267,003
Total		7038	5,340,056		5,073,053		267,003

Note: Based on Anrich bid price \$6,306,116.25

**Exhibit D
Future Maintenance, Repair and Replacement Cost Sharing**

Interceptor Segment	Manhole Run	Pipe Length (LF)	Limiting Section Pipe Full Capacity (mgd)	STA		LPTA	
				Allocated Capacity (mgd)	Capacity Share %	Allocated Capacity (mgd)	Capacity Share %
Sportman's Interceptor	MH 4.01 to MH 117-15	3584	1.21	0	0	100	100
Oakhurst Interceptor, Segment 5	MH 73.17 to MH 4.01	541	4.2	0.00	0%	4.2	100%
Oakhurst Interceptor, Segments 1-4	MH 73.1A to MH 4.01	4915	4.3	2.68	62%	1.62	38%
Woodridge Interceptor	MH 2-33 to MH 73-1A	1426	10.72	9.10	85%	1.62	15%
PCNBI	MH 1-45 to MH 2-33	7038	26.35	24.73	95%	1.62	5%
PCNBI - Segment 1	MH 1-45 to MH 2-9	1644	27.65	26.03	94%	1.62	6%
PCNBI - Segment 2	MH 2-9 to MH 2-19	2444	35.58	33.96	95%	1.62	5%
PCNBI - Segment 3	MH 2-19 to MH 2-31	2641	36.41	34.79	96%	1.62	4%
PCNBI - Segment 4	MH 2-31 to MH 2-33	309	26.35	24.73	94%	1.62	6%
Total		20958					

PCNBI Segment breakdown is provided for informational purposes only. Cost allocation is based on the capacity of the entire interceptor.

Exhibit E
Oakhurst Interceptor Prior Flow Allocation

Segment No.	Interceptor Segment	Segment Length (ft)	Total Cost ²	Share in Segment							
				STA				LPTA			
				Design Peak (MGD)	Percent	Share of Segment Length (ft)	Cost Share	Design Peak (MGD)	Percent	Share of Segment Length (ft)	Cost Share
1	MH 16-4 to MH 73-2	420	\$ 20,696 ¹	0.95	36.96%	155	\$ 7,649	1.62	63.04%	265	\$ 13,047
2	MH 73-2 to MH 73-6	1,174	\$ 58,276 ¹	0.68	29.57%	347	\$ 17,232	1.62	70.43%	827	\$ 41,044
3	MH 73-6 to MH 73-11	1,150	\$ 57,051 ¹	0.48	22.86%	263	\$ 13,042	1.62	77.14%	887	\$ 44,009
4	MH 73-11 to MH 73-17	1,490	\$250,000	0.4	19.80%	295	\$ 49,500	1.62	80.20%	1,195	\$ 200,500
5	MH 73-17 to MHP-1	-140	\$ 25,000	0	0.00%	0	0	0.62	100.00%	140	0
						1,060	87,423			3,314	298,600

1 - Phase 1(MH 16-4 to MH 73-11) costs shown for proportionate sharing and actual costs incurred by STA and LPTA other than the cost of right-of-way across Buonarroti Trust, which was shared 50/50 per understanding.

2 - This exhibit is from Oakhurst Interceptor Agreement - 2013 Update and is for reference only. For actual project costs refer to Oakhurst Interceptor Agreement - 2013 Update, the 2012 Sewer Extension Agreement among Donco, Lower Paxton and Susquehanna and current tapping fee documentation for the respective parties.

Oakhurst Interceptor Cost Sharing Allocation
(Segment 1, 2, 3, 4, 5)
Exhibit "B"