



17 North Second Street  
12th Floor  
Harrisburg, PA 17101-1601  
717-731-1970 Main  
717-731-1985 Main Fax  
www.postschell.com

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Michael W. Hassell

mhassell@postschell.com  
717-612-6029 Direct  
717-731-1985 Direct Fax  
File #: 2275/156962

November 18, 2013

***VIA HAND DELIVERY***

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

**Re: IN THE MATTER OF THE APPLICATION OF THE YORK WATER COMPANY, Under Sections 507, 1102(a)(1) and 1102(a)(3) of the Public Utility Code, for Approval of the Right of THE YORK WATER COMPANY to (1) Enter into a Municipal Contract to Acquire Certain Public Wastewater Facilities from East Prospect Borough Authority, (2) to Offer or Furnish Wastewater Service to the Public in the Borough of East Prospect and Portions of Lower Windsor Township, York County, Pennsylvania Served by East Prospect Borough Authority and (3) to Begin to Offer or Furnish Wastewater Service to the Public in Additional Portions of Lower Windsor Township, York County, Pennsylvania  
Docket No. A-2013-**

**EXPEDITED CONSIDERATION REQUESTED**

Dear Secretary Chiavetta:

Enclosed for filing with the Commission on behalf of The York Water Company is the Application for Approval of the Right to (a) Enter into a Municipal Contract to Acquire Certain Public Wastewater Facilities from East Prospect Borough Authority, (2) to Offer or Furnish Wastewater Service to the Public in the Borough of East Prospect and Portions of Lower Windsor Township, York County, Pennsylvania Served by East Prospect Borough Authority and (3) to Begin to Offer or Furnish Wastewater Service to the Public in Additional Portions of Lower Windsor Township, York County, Pennsylvania. **The York Water Company requests that the Commission review this Application on an expedited basis.** Also enclosed is a check in the amount of \$350.00 for the filing fee. Please date-stamp the extra copy and return it would our messenger. Copies of this Application have been served as indicated on the Certificate of Service.

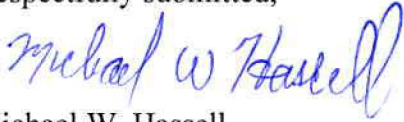
ALLENTOWN HARRISBURG LANCASTER PHILADELPHIA PITTSBURGH PRINCETON WASHINGTON, D.C.

A PENNSYLVANIA PROFESSIONAL CORPORATION

Rosemary Chiavetta, Secretary  
November 18, 2013  
Page 2

Please direct any questions regarding this filing to me. Thank you.

Respectfully submitted,



Michael W. Hassell

MWH/skr  
Enclosures

cc: Certificate of Service  
Paul T. Diskin

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Application of The York Water Company has been served by certified mail, return receipt requested, upon the following:

York County Commissioners  
One West Market Way  
Fourth Floor  
York, PA 17401

East Prospect Borough Authority  
P.O. Box 334  
East Prospect, PA 17317

Felicia Dell  
York County Planning Commission  
100 West Market Street  
York, PA 17405

Office of Consumer Advocate  
555 Walnut Street  
Forum Place, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1923

Lower Windsor Township Supervisors  
2425 Craley Road  
Wrightsville, PA 17368

Office of Small Business Advocate  
Commerce Building  
300 North Second Street, Suite 1102  
Harrisburg, PA 17101

Bureau of Investigation and Enforcement  
PA Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor West  
Harrisburg, PA 17105-3265

Department of Environmental Protection  
Southcentral Regional Office  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200

Dated: November 18, 2013

  
\_\_\_\_\_  
Jessica R. Rogers, Esq.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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IN THE MATTER OF THE APPLICATION OF :  
THE YORK WATER COMPANY, Under :  
Sections 507, 1102(a)(1) and 1102(a)(3) of the :  
Public Utility Code, for Approval of the Right of :  
THE YORK WATER COMPANY to (1) Enter :  
into a Municipal Contract to Acquire Certain :  
Public Wastewater Facilities from East Prospect :  
Borough Authority, (2) to Offer or Furnish : Docket No. A-2013-\_\_\_\_\_ :  
Wastewater Service to the Public in the Borough :  
of East Prospect and Portions of Lower Windsor :  
Township, York County, Pennsylvania Served by :  
East Prospect Borough Authority and (3) to Begin :  
to Offer or Furnish Wastewater Service to the :  
Public in Additional Portions of Lower Windsor :  
Township, York County, Pennsylvania.

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**TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:**

1. Name and Address of Applicant:

THE YORK WATER COMPANY  
130 East Market Street  
York, PA 17401

2. Name and Address of Applicant's Attorneys:

Michael W. Hassell, Esq.  
Jessica R. Rogers, Esq.  
Post & Schell, PC  
17 North Second Street – 12<sup>th</sup> Floor  
Harrisburg, PA 17101-1601

3(a). Brief Corporate History and Purpose:

Under Special Act of the Assembly of February 8, 1816, The York Water Company (“York Water” or the “Company”) was incorporated under the laws of the Commonwealth of Pennsylvania on February 23, 1816 for the purpose of supplying water in the

Borough, now City of York, York County, Pennsylvania, and subsequent thereto duly extended its franchised territory from time to time so as to include the 45 municipalities in which water service and one municipality in which wastewater service is now being rendered as more fully set forth in Paragraph 4 hereof.

York Water has amended its Corporate Charter by filing its Articles of Amendment with the Pennsylvania Department of State on June 29, 1990 (#9033866 to 9033870) with Certificate of Amendment issued thereon on June 29, 1990 so as to consolidate into one description its chartered territory. A subsequent amendment was issued February 28, 1994 to include additional portions of Jackson, North Codorus, Lower Windsor and Hellam Townships, and East Prospect, Wrightsville and Abbottstown Boroughs, York County, Pennsylvania (Microfilm Numbers 09415.0349-0352). On May 20, 1996, York Water's Articles of Incorporation were restated and amended. The amended area added Jefferson Borough and portions of Codorus Township. On March 3, 1997, the Applicant filed Articles of Amendment to include the area encompassing the Boroughs of Glen Rock, Shrewsbury, New Freedom and Railroad, Shrewsbury Township and portions of North Hopewell and Hopewell Townships (Microfilm Numbers 09719.1725-1727).

On May 1, 2000, the Applicant's Articles of Incorporation were amended and restated (Microfilm Numbers 200035.389-392). The amended and restated Articles authorize the Company to provide wastewater service in the areas that are the subject of this Application.

3(b). Description of Service Furnished to the Public:

York Water furnishes a supply of water to the public in the majority of its franchised territory as described in Paragraph 4 of this Application and wastewater service to portions of its franchised wastewater territory, which is also described in Paragraph 4.

3(c). Amount of Stock and Bonds:

York Water has authorized, issued and outstanding as of September 30, 2013, 12,933,695 shares of Common Stock, with no stated par value. York Water has in force and effect a Dividend Reinvestment and Direct Stock Purchase Plan and an Employee Stock Purchase Plan.

There are also outstanding as of September 30, 2013, the following Senior Notes, Industrial Development Authority Revenue Refunding Bonds, Pennvest Loan and Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Bonds as follows:

10.17% Senior Notes, Series A, due 2019 (Securities Certificate No. S-880898 of 1988)	6,000,000
9.60% Senior Notes, Series B, due 2019 (Securities Certificate No. S-880898 of 1988)	5,000,000
10.05% Senior Notes, Series C, due 2019 (Securities Certificate No. S-900076 of 1990)	6,500,000
8.43% Senior Notes, Series D, due 2022 (Securities Certificate No. S-920287 of 1992)	7,500,000
6.00% Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Bonds, Series 2008B, due 2038	14,885,000
5.00% Monthly Senior Notes, Series 2010A, due 2040	15,000,000
1% Pennvest Loan due 2019 (Securities Certificate No. S-00980703 of 1998)	258,000
4.05% Exempt Facilities Revenue Bonds, Series A of 2004, due 2016 (Securities Certificate No. S- 00030971 of 2003)	2,350,000
5.00% Exempt Facilities Revenue Bonds, Series A of 2004, due 2016 (Securities Certificate No. S- 00030971 of 2003)	4,950,000

Variable Rate Exempt Facilities Revenue Bonds, Series B of 2004, due 2029 (Securities Certificate No. S-00041015 of 2004)	12,000,000
4.75% Exempt Facilities Revenue Bonds Series A of 2006, due 2036 (Securities Certificate No. S- 00061148)	10,500,000

4. Location of Existing Service Area:

York Water is now furnishing water service to the public in the majority of its franchised territory which contains all or portions of 45 municipalities for water service as follows: The City of York, the Boroughs of East Prospect, Glen Rock, Hallam, Jacobus, Jefferson, Loganville, Manchester, Mount Wolf, New Freedom, New Salem, North York, Railroad, Seven Valleys, Shrewsbury, West York, York Haven and Yorkana, and the Townships of East Manchester, Manchester, Spring Garden, Springettsbury and West Manchester, and parts of the Townships of Codorus, Conewago, Hellam, Hopewell, Jackson, Lower Windsor, Newberry, North Codorus, North Hopewell, Paradise, Shrewsbury, Springfield, Windsor and York, all in the County of York and the Borough of Abbottstown and Carroll Valley, and parts of Berwick, Hamilton, Mount Pleasant, Oxford, Reading and Union Townships, County of Adams, Commonwealth of Pennsylvania. In addition, York Water is now furnishing wastewater service to the public in a portion of East Manchester Township, York County, known as Asbury Pointe.

The water community served has an estimated population of approximately 189,000 as of December 31, 2012, with water furnished to 63,924 customers as of September 30, 2013. Of these there are 4,791 metered commercial (including apartment complexes) and industrial customers, 57,941 metered residential customers and 1,192 public and private fire protection customers. The wastewater community served has an estimated population of approximately 230 customers serving approximately 600 people as of September 30, 2013.

All such water and wastewater service rendered to the public has been approved by virtue of the authority granted initially in York Water's Charter by Special Act of Assembly of February 8, 1816, and at various times subsequently by Certificates of Public Convenience duly granted by the Pennsylvania Public Service Commission and by the Pennsylvania Public Utility Commission ("Commission") under The Public Service Company Law, Public Utility Law or Public Utility Code of Pennsylvania.

5. Proposed Acquisition and Expansion of Service Territory:

York Water proposes to acquire an existing wastewater collection and treatment system owned by East Prospect Borough Authority, East Prospect Borough, York County, Pennsylvania. East Prospect Borough Authority currently serves approximately 400 public wastewater customers, all within the municipal limits of East Prospect Borough and a portion of Lower Windsor Township. East Prospect Borough Authority is a volunteer authority, which has determined that it has insufficient experience to continue to meet the regulatory requirements associated with its wastewater obligations, and is not equipped to expand its obligations to proposed residential developments located nearby. In particular, while the East Prospect Borough Authority is meeting its current regulatory requirements, the potential expansion of capacity that will be required as a result of new developments in the area, which are described later in this section, may result in a more restrictive regulatory environment for system operation, the burden of which the East Prospect Borough Authority does not believe it is capable of meeting. For these reasons, the East Prospect Borough Authority is finding it difficult to maintain a viable wastewater system for such a small number of customers. The East Prospect Borough Authority determined that it was in the best interest of its current customers to sell the wastewater system to a company that was more experienced in dealing with utility service, and the regulatory requirements associated with providing such service.

York Water has entered into an Agreement with East Prospect Borough Authority, dated June 20, 2013, to purchase the East Prospect Borough Authority wastewater collection and treatment system. A copy of this Agreement is attached hereto as Exhibit "B". The Agreement describes the assets that will be acquired.

York Water will begin providing service to the public five days after the date of closing. Closing is contingent upon York Water obtaining Commission approval of this acquisition, and York Water's receipt of Department of Environmental Protection ("DEP") approval to assume East Prospect Borough Municipal Authority's National Pollutant Discharge Elimination System ("NPDES") permit. York Water has started the process of obtaining the NPDES permit. York Water has met with representatives of DEP to discuss the transfer, and anticipates no issues. York Water expects DEP approval to occur in mid-December, contingent upon approval of this application.

Following consummation of the acquisition, East Prospect Borough Authority will cease to provide public wastewater service.

In addition to authority to provide wastewater service throughout areas currently within the service area of East Prospect Borough Authority, York Water also seeks authority to provide wastewater service in adjacent areas of Lower Windsor Township. The proposed service area that is the subject of this Application is shown on the map provided as Exhibit "E" and is described in Exhibit "F". Within the area of Lower Windsor Township that is included in this Application is an approved subdivision adjacent to East Prospect Borough that the Company must be prepared to serve. Prior to York Water's acquisition, the East Prospect Borough Authority entered into an Intermunicipal Sewer Agreement dated July 8, 2010, with East Prospect Borough and Lower Windsor Township. In the Intermunicipal Sewer Agreement, East Prospect Borough and the East Prospect Borough Authority agreed with Lower Windsor

Township to provide wastewater service to a proposed residential development, Lauxmont Meadows. A copy of this agreement has been provided as part of Exhibit “G”. As a result, in addition to the current East Prospect Borough Authority customers, York Water is seeking Commission approval to serve the adjacent development of Lauxmont Meadows, which is adjacent to the East Prospect Borough Authority system. Further, as part of the service area in Lower Windsor Township, York Water seeks to include all properties surrounding East Prospect Borough that are zoned “Village.” Properties zoned Village may request public sewer service, and York Water seeks authority at this time to accommodate those requests.<sup>1</sup> No portion of the proposed service area is within the service area of any public wastewater supplier, other than the area currently served by East Prospect Borough Authority. East Prospect Borough, Lower Windsor Township, and York County Planning Commission concur that York Water’s certificated area should include the additional areas which are identified in Exhibit “F”.

6. Additional Capital Requirements:

York Water’s capital requirements for the acquisition consist of the purchase price of Two Hundred and Fifteen Thousand (\$215,000) dollars (as agreed upon in the Agreement of Sale entered into with East Prospect Borough Authority dated June 20, 2013, a copy of which is attached hereto, made a part hereof and marked Exhibit “B”); Thirty Thousand (\$30,000) dollars for the installation of Supervisory Control and Data Acquisition (“SCADA”) equipment and acquisition costs. The estimated total cost of \$245,000 ( $\$215,000 + \$30,000 = \$245,000$ ) will be financed by internally generated funds, proceeds from the issuance of common stock under York Water’s dividend reinvestment and employee stock purchase plans, and initially, through borrowings against York Water’s lines of credit.

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<sup>1</sup> Within the Village area of Lower Windsor Township that is part of this area is a proposed subdivision, the “Fields of East Prospect”, on the eastern side of East Prospect Borough, which will require public wastewater service in order to be developed.

7. Plant in Service and Plant to be Acquired:

Attached as Exhibit “H” is a summary, by major plant category, of used and useful plant in service for York Water as of September 30, 2013.

Exhibit “I” is a balance sheet of York Water as of September 30, 2013, which provides the capitalization of the Company.

York Water will acquire the wastewater collection and treatment system owned and operated by East Prospect Borough Authority, York County, Pennsylvania. The System includes all of the physical plant, property, and equipment. Additionally, York Water will also acquire the real estate, easements, rights-of-way, improvements, personal property, fixtures, and equipment of East Prospect Borough Authority. A detailed inventory is attached as part of Exhibit “B”.

8. Map of Preexisting Service Area and Proposed Service Territory Expansion:

Attached as Exhibit “C” is a map showing the existing wastewater service territory of the East Prospect Borough Authority.

Exhibit “D” is a map showing the general location of the major facilities currently owned by East Prospect Borough Authority, as described in Exhibit “B”.

A map of the proposed York Water service territory is included in Exhibit “E”. Associated with the acquisition, York Water proposes to expand the public sewer service territory currently served by the East Prospect Borough Authority to include additional territory abutting the current service area of East Prospect Borough Authority. The proposed territory expansion is in areas that have already been approved by the municipalities and county for development of residential lots. These areas are already in York Water’s existing water service territory.

The additional areas to be supplied by the York Water acquisition include areas

proposed to be served by East Prospect Borough Authority. East Prospect Borough, Lower Windsor Township, and York County Planning Commission are all in agreement on the proposed expansion. In order to expand service to the additional areas, the sewer lines will be extended at the time when service in those areas is sought by a service applicant, including a developer. Developers will be responsible for all costs associated with the installation, as described in Tariff Rule III.G, which is part of the revised wastewater tariff proposed by the York Water Company as part of this Application. Section 9 of this Application will discuss the need for a revised wastewater tariff. A copy of the proposed tariff is included as Exhibit “A”. The wastewater treatment plant has the required capacity to service all existing dwellings in the proposed territory, however, if increased capacity is required, the developers will be responsible for the plant expansion.

The metes and bounds description of the expanded territory is included as Exhibit “F”.

#### 9. Revised Wastewater Tariff

As part of this Application, York Water seeks Commission approval of a revised Wastewater tariff, which the Company has included as Exhibit “A”. The Company’s current wastewater tariff addresses only the Asbury Pointe wastewater system, which serves a small development for which little growth is anticipated. In acquiring the Asbury Pointe system, the Company adopted the existing Asbury Pointe wastewater tariff as filed with the Commission, which was adequate to address the needs of that community. However, the Asbury Pointe wastewater tariff is not sufficient to cover the expanded needs associated with the proposed acquisition of the East Prospect Borough Authority.

There are several major elements driving the need for a revised wastewater tariff. First, the East Prospect wastewater system is owned by a municipal authority, and not a

certificated utility. Therefore, it is necessary to include rates and rules of service applicable to the East Prospect service area. Second, rules must be established regarding future requests for extensions of service. Asbury Pointe is a built out system, and no large service extensions were possible. In contrast, the East Prospect Borough Authority has entered into an Intermunicipal Sewer Agreement with the developer of Lauxmont Meadows. That agreement contemplates a substantial expansion of facilities, both with respect to collection mains and wastewater treatment facilities. In that agreement, the developer has committed to pay for necessary expansion. However, such commitments may not be considered to extend to York Water absent appropriate tariff provisions regarding service expansion. In order to protect the interests of the existing wastewater customers of the East Prospect Borough Authority, York Water must be able to require developers and service applicants who request an extension of service and/or additional treatment capacity to pay for the costs associated with those capital-intensive investments. The tariff has incorporated language addressing the extension of facilities and required additional capacity.

York Water is proposing revisions to its wastewater tariff as part of this Application because the Company will take over service to the existing customers of the East Prospect Borough Authority five days after closing. The Company must have rules in place at that time to govern service to these customers. The existing wastewater tariff is insufficient to address the rate and service issues associated with the East Prospect Borough Authority service territory. Therefore, in order to facilitate administrative efficiency and to allow the Company to commence service to East Prospect Borough Authority customers, the Company proposes that the revised wastewater tariff be approved as part of this Application.

10. Future Capacity:

The service territory is anticipated to double to approximately 800 customers in the future. The current system capacity of 87,000 GPD exceeds the current demand of 40,000 GPD.

Exhibit “J” is a table showing current and projected population and consumption data for the next ten years. Any additional capacity requirements will be the responsibility of the service applicant that creates the demand.

11. Rates for Service:

The structure of the rates proposed by York Water will be slightly different from the structure of rates currently being charged by East Prospect Borough Authority to customers, although the total amount paid on a monthly basis will be substantially similar. East Prospect Borough Authority currently charges rates on a quarterly basis as follows: \$145/quarter plus \$2.00/1,000 gallons above 10,000 gallons of metered water usage per quarter.<sup>2</sup> York Water bills on a monthly basis; therefore, the Company proposes rates to be as follows: \$50/month plus \$2.00/1,000 gallons above 4,000 gallons per month. These rates are reflected in the proposed wastewater tariff in Exhibit “A”. Current and proposed rates are compared in Exhibit “K”. Existing and proposed rates will result in substantially similar charges on an annualized basis.

12. Profit and Loss Statement:

Attached as Exhibit “L” is a Statement of Income of York Water for the twelve months ended September 30, 2013.

13. Proof of Compliance with DEP Requirements:

York Water has applied for transfer of East Prospect Borough Authority’s NPDES permit. Upon obtaining the NPDES permit, York Water will provide a copy of the permit to the Commission. It is expected that the permit will be received by mid-December, contingent upon the approval of this Application.

York Water intends to initially contract with a third party to operate the wastewater treatment plant and maintain the other sanitary sewer facilities. The contractor shall provide a

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<sup>2</sup> All customers in the proposed wastewater service area currently receive metered water service from York Water.

certified operator for the treatment plant who will not be a York Water employee and who will have the appropriate certified operator's permit.

14. No Competitive Condition:

No corporation, partnership or individual is now furnishing or has corporate or franchise rights to furnish service similar to that to be rendered by York Water in the territory covered by this Application other than East Prospect Borough Authority and no competitive condition will be created. For the additional portion of the service territory sought by York Water that is zoned Village and not currently served by the East Prospect Borough Authority, developed properties have on-lot septic systems. There is no current municipal or DEP requirement that such previously-developed properties connect to the public wastewater system of York Water. No other entities providing public wastewater service are located within one mile of the service territory.

15. Facilities for Furnishing Service:

York Water will employ the facilities acquired from East Prospect Borough Authority to furnish wastewater service to customers currently served by East Prospect Borough Authority. The facilities have sufficient capacity to provide service to all existing dwellings within the proposed service area.

16. Approval's Necessity and Propriety:

Approval of the Application is necessary and proper for the service, accommodation, convenience and safety of the public for the following reasons:

(a) East Prospect Borough Authority is no longer willing to provide wastewater service to its customers due to the regulatory requirements necessary to continue to provide service, and the difficulties in maintaining a viable wastewater system for such a small number of customers;

(b) York Water will bring significant resources to the East Prospect Borough Authority system in order to keep it in compliance with existing and proposed regulatory requirements;

(c) York Water currently provides water service to East Prospect Borough and the surrounding area, and so is familiar with the community;

(d) The Commission encourages utilities, such as York Water, to acquire small wastewater systems such as East Prospect Borough Authority. *See* 52 Pa. Code § 69.711; and

(e) East Prospect Borough (Exhibit “M”) and Lower Windsor Township (Exhibit “N”) indicate that the proposed plan is consistent with local comprehensive plans and zoning ordinances.

17. Notification to Customers:

Prior to the filing of this Application, York Water has notified the customers of East Prospect Borough Authority of the filing of this application and the Company’s intent to establish monthly rates for wastewater service that are comparable to the existing quarterly rates of East Prospect Municipal Authority. A copy of such notification is attached hereto, made a part hereof and marked Exhibit “O” which includes the letter sent to current customers and the proposed rate structure.

18. Conclusion:

WHEREFORE, The York Water Company requests that the Pennsylvania Public Utility Commission:

- (1) Issue a Certificate of Public Convenience under the provisions of Sections 1102(a)(1) and 1102(a)(3) of the Public Utility Code evidencing the approval of

the Commission for The York Water Company to acquire the public wastewater facilities of East Prospect Borough Authority, and for an expansion of The York Water Company's wastewater service territory to include additional areas located within East Prospect Borough and Lower Windsor Township, York County, Pennsylvania, as set forth in Exhibit "F".

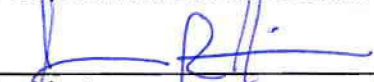
(2) Approve under Section 507 of the Public Utility Code the agreement of sale entered into by and between the Company and the East Prospect Borough Authority which is attached to this application as Exhibit "B".


(3) Approve The York Water Company's revised tariff, as set forth in Exhibit "A".

ATTEST:

  
Assistant Secretary

THE YORK WATER COMPANY

By   
President

By   
Counsel for THE YORK WATER COMPANY



# Exhibit A

# **THE YORK WATER COMPANY**

**RATES, RULES AND REGULATIONS GOVERNING  
THE PROVISION OF WASTEWATER COLLECTION, TREATMENT  
AND/OR DISPOSAL SERVICE TO THE PUBLIC IN  
ASBURY POINTE RESIDENTIAL SUBDIVISION IN  
EAST MANCHESTER TOWNSHIP, YORK COUNTY, PENNSYLVANIA**

ISSUED:

EFFECTIVE:

By: Jeffrey R. Hines  
President and CEO  
130 East Market Street  
York, Pennsylvania

**LIST OF CHANGES**  
Establish initial tariff.

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PART I: SCHEDULE OF RATES AND CHARGES

Asbury Pointe Area

A flat rate of \$50.00 per month per equivalent dwelling unit.

East Prospect Area

A metered rate (based on water consumption) as follows:

	<u>Per Month</u>	<u>Rate.</u>
East Prospect area	1st 4,000 Gals	\$50.00
Over	4,000 Gals.	\$2.00 per 1,000 gals.

**PART I: SCHEDULE OF MISCELLANEOUS CHARGES AND FEES**

1. Service Lateral Inspection Fee: A \$100 inspection fee will be charged for the Company's time involved in the inspection of a newly installed service lateral tie-in to the Company's wastewater system.
2. Service Reconnection and Discontinuance Fee: A fee will be charged for the shut-off and turn-on of any service. The fee for service performed during regularly scheduled hours shall be identical to the fees described in York Water Company's water tariff. For non-regularly scheduled working hours, the fee is equivalent to the estimated cost for any employee, material, equipment, and vehicle usage incurred by the Company. The Service Reconnection and Discontinuance Fee will apply only once if the Customer is both a water and wastewater Customer of the Company.
3. Return Check Charges: The Customer will be responsible for the payment of a \$20 charge for each time a check presented to the Company for payment on that Customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the Customer by the bank. A single Return Check Charge will apply if the dishonored check was for payment of both water and wastewater charges of the Company.

**PART I: STATE TAX ADJUSTMENT SURCHARGE**

In addition to the charges provided in this tariff, a surcharge of (0.00%) will apply to all charges for service rendered on or after August 1, 2013.

The above surcharge will be recomputed, using the same elements prescribed by the Commission.

- a. Whenever any of the tax rates used in the calculation of the surcharge are changed; and
- b. Whenever the utility makes effective any increased or decreased rates.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions such recomputation; and, if the recomputed surcharge is less than the one then in effect, the Company will, and if the recomputed surcharge is more than the one then in effect, the Company may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

## PART II: DEFINITIONS

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

1. Annual Line Extension Cost: The sum of the Company's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of a line extension.
2. Annual Revenue (for line extension purposes): The Company's expected additional annual revenue from a line extension based on the Company's currently effective tariff rates and average annual usage of Customers similar in nature and size to the bona fide service applicant.
3. Applicant: A person, association, partnership, corporation, municipality, authority, state or federal governmental agency or other entity who applies to become a Customer of the Company in accordance with Part III, Section A, of this tariff.
4. B.O.D. (Biochemical Oxygen Demand): The quantity of oxygen, expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter under the standard laboratory procedure for five (5) days at twenty (20) degrees Centigrade. The standard laboratory procedure shall be that found in the latest approved edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association.
5. Bona Fide Service Applicant: A person or entity applying for wastewater service to an existing or proposed structure within the Company's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
  - (a) applicant is requesting wastewater service to a building lot, subdivision or a secondary residence;
  - (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
  - (c) the applicant is requesting special utility service, as defined later in this section.
6. Capacity Reservation fee: A fee charged by the Company for the allocation of capacity on a per EDU basis, as described in Section 1.
7. Commission: The Pennsylvania Public Utility Commission.
8. Company: The York Water Company and its duly authorized officers, agents and employees, each acting within the scope of his authority and employment.
9. Company Lateral: The wastewater line from the collection facilities of the Company which connects to the Customer Lateral at the hypothetical or actual curb line or the actual property line.
10. Customer: A person or entity who is an owner, or occupant and who contracts with the Company for,

or who takes or receives wastewater collection, treatment and/or disposal service without a contract.

11. Customer Lateral: The wastewater line extending from the end of the Company Lateral or connection to the point of connection at the Customer's premise.
12. Debt Costs: The Company's additional annual cost of debt associated with financing a line extension investment based on the current debt ratio and weighted long-term debt cost for the Company or that of a comparable jurisdictional wastewater utility.
13. Depreciation Charges: The Company's additional annual depreciation charges associated with a specific line extension investment to be made based on the current depreciation accrual rates for the Company or that of a comparable jurisdictional wastewater utility.
14. Domestic Wastewater: The liquid waste or liquid borne waste: (1) resulting from the non-commercial preparation, cooking and handling of food; (2) consisting of human excrement; or (3) consisting of wastewater, non-commercial laundering water, domestic housekeeping wastewater, and similar types of wastes from sanitary uses, whether generated in residences or sanitary facilities in commercial or industrial facilities, but does not include any storm water or ground water introduced from facilities such as roof leaders, sump pumps, floor drains or industrial wastewater. Domestic Wastewater includes sanitary wastes having suspended solids (SS) less than 300mg/L, 5 day Biochemical Oxygen Demand (BOD%) less than 300 mg/L, and a chlorine demand less than 25mg/L.
15. Dwelling Unit: A structure or dwelling intended to be occupied as a whole by one family.
16. Equivalent Dwelling Units (EDUs): For a commercial and/or industrial Customer the EDU is a measure based upon the estimated maximum daily wastewater flow for that type of business as calculated by the Department of Environmental Protection Regulation at 25 Pa. Code §73.17 divided by 350 gallons per day. 350 gallons per day is a typical estimated maximum daily wastewater flow from a single family unit.
17. Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
18. Garbage Properly Shredded: The term "Properly Shredded Garbage", as used herein, shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.
19. Grinder Pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.
20. Industrial/Commercial Wastes: Any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from residential wastewater and does not meet the requirements of Section F.
21. Industrial/Commercial Waste Permit: A wastewater permit issued by the Company to an Industrial/Commercial user which discharges Industrial/Commercial Waste.
22. Industrial/Commercial Waste Pretreatment Program: A program established by the Company that

requires industrial and commercial dischargers to monitor, test, treat and control, as necessary, pollutants in their wastewater prior to discharge into the Sanitary Sewer.

23. Line Extension: An addition to the Company's main line which is necessary to serve the premises of a Customer.
24. Main: The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way, which is used in transporting wastewater.
25. Meter: Any device supplied by the Company, except as approved by the Commission, for the purpose of measuring water or wastewater consumption.
26. Nonresidential Service: Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or development, or multi-tenant apartment building, or to any Customer who purchases wastewater service from the Company for the purpose of resale.
27. Operating and Maintenance Costs (for line extension purposes): The Company's average annual operating and maintenance costs associated with serving an additional Customer, including Customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that Customer, such as line flushing.
29. Pretreatment: The application of physical, chemical and/or biological processes to reduce the amount of pollutants in, or alter the nature of the polluting properties of, an industrial/commercial process wastewater prior to discharging such wastewater into the Sanitary Sewer.
29. Public Utility: Persons or corporations owning or operating equipment or facilities in this Commonwealth for water, electric, natural gas or wastewater collection, treatment, or disposal for the public for compensation.
30. Residential Service: Wastewater service supplied to an individual single-family residential dwelling unit.
31. Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), Susquehanna River Basin Commission (SRBC), and Interstate Commission of the Potomac River Basin (ICPRB), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.
32. Sanitary Sewer: A sewer which carries sanitary wastewater and excludes storm, surface and ground water.
33. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes as defined in Section F.
34. Storm Sewer: A sewer which receives discharge from stormwater building sewers and/or carries off surface, subsurface, or stormwater from the buildings, ground, streets, or other areas, including street wash.

35. Suspended Solids: Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
36. Tariff: All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
37. Toxic Substances: Any substances whether gaseous, liquid or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
38. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater, but excluding storm-water.
39. Wastewater: A combination of the water-carried wastes from dwellings, commercial facilities, industrial facilities, and institutions, together with such ground, surface, and storm water as may be present in sanitary sewers, whether treated or untreated, in the Company's sewer system.

### **PART III: RULES AND REGULATIONS**

#### Section A – Applications for Service

1. **Service Application Required:** All applications for service must be in writing on a form provided by the Company and signed by the owner or owners of the property to which wastewater collection service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of more than six (6) months, the lessee may request service as an applicant. The Company may, at its sole discretion, require that a separate contract for service be signed by the applicant.

Nonresidential service Customers which desire to discharge Industrial/Commercial Wastes into the Sanitary Sewer or existing industrial/commercial users which desire to commence operations of a new facility or a new or different process that will affect the characteristics of the wastewater discharging into the Sanitary Sewer, shall notify the Company prior to the commencement of the new or different operations at the facility and provide such other information regarding the proposed discharge as the Company may request, including an application for an Industrial Waste Discharge Permit when deemed necessary by the Company.

2. **Change in Ownership or Tenancy:** A new application must be made to the Company upon any change in ownership where the owner of the property is the Customer, or upon any change in the identity of a lessee where the lessee of the property is the Customer. The Company shall have the right to discontinue or otherwise interrupt wastewater collection service upon three (3) days notice if a new application has not been made and approved for the new Customer.

3. **Acceptance of Application:** An application for service shall be considered accepted by the Company only upon oral or written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application.

4. **Application Forms:** Application forms can be obtained at the Company's local business office, presently located at 130 East Market Street, York, Pennsylvania 17401.

5. **Temporary Service:** In the case of temporary service for less than a 12-month period, or for a longer period if the Customer's intent is to remove the temporary lateral upon completion of a project, the Company may require the Customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the actual costs differ from the estimate, the Applicant will pay to the Company any excess amount due or the Company will refund to the Applicant any excess amount paid.

#### Section B – Construction and Maintenance of Facilities

1. **Customer Lateral:** The Customer Lateral shall be furnished, installed, maintained and/or replaced, when necessary in accordance with the Company's specifications, by and at the sole expense of the Customer. The Company reserves the right to determine the size, kind, location, and depth of Customer Laterals. The Customer, at their sole cost, shall have the Customer lateral air pressure tested and checked for alignment by a Company approved qualified person under the supervision of a Company representative.

2. Separate Trench: The Customer wastewater Lateral shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.

3. Customer's Responsibilities: All Laterals, connections and fixtures furnished by the Customer shall be maintained by the Customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the Customer shall be protected properly by the Customer. All leaks in the Customer Lateral or any pipe or fixtures in or upon the Customer's premises must be repaired immediately by the Customer. Failure to make necessary repairs may result in termination of service, pursuant to Section C.

4. Customer Grinder Pump: In areas of the collection system where the Company has installed a pressure sewage collection system or where required as determined by the Company, the Customer, in conjunction with the construction of their service lateral, shall install, own, operate, maintain and replace a grinder pump and holding tank at the Customer's expense as specified by the Company prior to connection and shall maintain such facilities in good order and repair. The pump shall meet specifications as provided by the Company.

5. Right to Reject: The Company may refuse to connect with any Customer lateral or furnish wastewater collection, treatment, and/or disposal through a service already connected if such system or service is not properly installed or maintained.

6. Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use which the Commission has determined is technologically feasible and economically justified.

(a) Maximum permitted water usage levels shall be as follows:

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
water closets	1.6 gallons/flush
urinals	1.5 gallons/flush

(b) The Company may exempt particular Customers, or classes of Customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.

7. Individual Laterals: Except as otherwise expressly authorized by the Company, each individual Customer shall be served only through a separate Lateral connected directly to the Company lateral, and that Customer lateral shall not cross over the property of or serve any other Customer or premise. The maximum service lateral length shall be two hundred and fifty (250) feet from the point of connections, with clean-outs every fifty (50) feet. The Company shall have the right to waive this maximum length requirement at its sole discretion. The Company's collection main, and that Lateral, shall not serve any other Customer

or premise. No additional attachment may be made to any Customer's Lateral for any purpose without the express written approval of the Company.

8. Connection to Company Mains: No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company. All such connections shall be property of the Company and shall only be accessible to the Company and under its control. The Company will furnish, install and maintain all Laterals from the main to the curb line or right-of-way.

### Section C – Discontinuance, Termination and Restoration of Service

1. Discontinuance by Customer: Where a Customer requests the Company to discontinue service, the following rules shall apply:

(a) A Customer who wishes to have service discontinued shall give at least three (3) days notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the Customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the Customer's intent to discontinue service. The Customer shall not cease to use wastewater service without the prior written consent of the Company. A Customer discontinuing service remains a Customer for purposes of paying turn-on fees pursuant to Rule 3 of this Section for a period of nine (9) months.

(b) Where a Customer requests turn-on of service within six (6) months of disconnection, the Customer shall be subject to monthly minimum billing for the period of disconnection.

2. Termination by Company: In order to terminate wastewater service, the Company can, at its discretion, install a shut off valve on the Company's wastewater or water service to terminate service. The cost for the installation of the shut off valve and all the other charges accruing under this tariff shall be paid to the Company before service is restored. Wastewater and/or water service to the Customer may be terminated for good cause, including, but not limited to, the following:

- (a) making an application for service that contains material misrepresentations;
- (b) failure to repair leaks in sewer laterals, pipes or fixtures;
- (c) tampering with any Lateral, curb connection, or installing or maintaining any unauthorized connection;
- (d) theft of service, which shall include taking service without having made a proper application for service under Part III, Section A;
- (e) failure to pay, when due, any charges accruing under this tariff;
- (f) discharge of any prohibited substance listed in Section F into the wastewater system;
- (g) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the

property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with;

(h) material violation of any provisions of this tariff;

(i) failure to properly install and maintain a grinder pump, including its replacement when improperly functioning as solely determined by the Company; or

(j) any unauthorized, un-inspected, or improper connection, as herein defined, found to exist will be required to be disconnected within ten (10) days. The Company may require the disconnect to occur in less than ten (10) days if, in the Company's sole discretion, the discharge creates a safety, health, or environmental issue. The Company may require a plumber's sworn statement or certificate as evidence that the connection has been discontinued.

3. Turn-on Charge: Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the Customer of a turn-on charge and the curing of the problem that gave rise to the termination, if under Rule 2. Refer to Schedule of Miscellaneous Fees and Charges.

#### Section D – Billing and Collection

1. Issuance of Bills: The Company will bill each Customer within fifteen (15) days of the last day of each billing period.

2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.

3. Late Payment Charge: All amounts not paid when due shall accrue a late payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period and not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this section.

4. Change in Billing Address: Where a Customer fails to notify the Company of a change in billing address, the Customer shall remain responsible to remit payment by the billing due date.

5. Application of Payment: Utility bills rendered by the Company shall include only the amount due for utility service. Where a Customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges. For combined water/wastewater customers, any partial remittance will be applied to the water bill first and any remaining remittance will be applied to the wastewater bill.

6. Return Check Charges: The Customer will be responsible for the payment of a charge for each time

a check presented to the Company for payment on that Customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the Customer by the bank.

7. Disputed Bills: In the event of a dispute between the Customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the Customer. The Customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the Customer sustaining the bill as rendered, the Customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the Customer.

#### Section E – Deposits

##### 1. Residential Customers:

(a) New Applicants – The Company will provide service without requiring a deposit unless the applicant was terminated for nonpayment of water/wastewater service within the prior twelve (12) months or has an unpaid balance for prior service from the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period for water/wastewater plus the estimated bill for one (1) additional month's service.

(b) Existing Customers – If a Customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Company may send a letter informing the Customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing Customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.

(c) Deposit Refunds and Interest – A deposit will be refunded if service is discontinued and the final bill is paid or if the Customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential Customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The applicable interest rate for each year shall be determined as of January 1 of that year.

##### 2. Nonresidential Customers:

(a) New Applicants – A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.

(b) Existing Customers – Deposit requirements for existing nonresidential Customers shall be as

established for residential Customers in Rule 1 of this Section.

(c) **Deposit Refunds and Interest** – A deposit will be refunded if the Customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

## Section F – Wastewater Control Regulations

### 1. General:

(a) No storm water from pavements, area ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial processed water or other sources shall be admitted to the Company Sanitary Sewer.

(b) The discharge of garbage to the sewer system is expressly prohibited. Properly shredded biodegradable garbage may be discharged into the sewer system with no particle greater than one-half inch in dimension unless expressly authorized by the Company.

2. Discharges: The Company reserves the right to refuse connection to its Sanitary Sewer and/or to compel the discontinuance of the use of any system, or to require pre-treatment of Wastes by any Customer, in order to prevent the discharge of any Wastes to the Sanitary Sewer system which may be deemed harmful to the Sanitary Sewer system, or to have an adverse effect on the sewage treatment processes. Except with written consent from the Company, no person shall cause or permit to be discharged into the Company's wastewater system any toxic substances or wastes having any of the following characteristics:

(a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.

(b) Wastes having a temperature in excess of 120 degrees F or less than 32 degrees F that enters the Sanitary Sewer, or Wastes entering the treatment plant that increase the temperature of the Wastewater at the headworks of the plant to exceed 104 degrees F.

(c) Wastes having a pH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the wastewater system.

(d) Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely in the opinion of the Company to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.

(e) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, dairy products, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.

(f) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.

(g) Wastes containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.

(h) Wastes containing any of the following substances in concentrations exceeding those shown in the following table as measured by an acceptable method:

<u>Substance</u>	<u>Maximum Permissible Concentration</u>
Phenolic Compounds, e.g., As C <sub>6</sub> H <sub>5</sub> OH	1.00 mg/l
Cyanides as CN	0.00
Cyanates as CNO	0.00
Suspended Solids	300.00
Chlorine demand	25.00
C.B.O.D. (5 day)	300.00
Iron as Fe	3.00
Trivalent Chromium as CR plus three	.05
Hexavalent Chromium as CR plus six	.05
Nickel as Ni	.05
Copper as Cu	.50
Lead as Pb	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

(i) Wastes containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.

(j) Wastes containing more than 100 mg/l by weight of tar, fat, oil or grease.

(k) Wastes containing more than 10 mg/l of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.

(l) Wastes containing a toxic or poisonous substance, in a sufficient quantity, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewer system operation. Such toxic wastes shall include, but not be limited to, wastes containing cyanide, chromium and/or copper ions.

(m) Any waste containing toxic substances in quantities sufficient to interfere with the biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the state and/or federal requirements in respect thereof.

(n) Any waste containing radioactive isotopes.

- (o) Wastes containing any substances which may affect the effluent and may cause violation of the National Pollutant Discharge Elimination System Permit.
- (p) Sludges resulting from the treatment of concentrated solutions that are not acceptable for discharge to the Sanitary Sewer.
- (q) Effluent limitations promulgated as categorical standards, 40 C.F.R. Chapter 1, Subchapter N and 40 C.F.R. 403.6 shall apply in any instance where they are more stringent than those in this section.
- (r) The local limits in this section may be supplemented with more stringent limitations if the Company determines that the limitations in subsection (a) through (p) above may not be sufficient to protect the operation of the sewerage system or to enable the water pollution control plant to comply with water quality standards or effluent limitations specified in the Company's NPDES permit.
- (s) Waste introduced into the Sanitary Sewer with any pollutants which cause pass through or interference; whether or not the customer is subject any other national, state, or local pretreatment standards or requirements.
- (t) Waste containing any color which may not be removed in the wastewater treatment process.

3. Sampling and Analysis:

- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in these rules may be determined in accordance with the latest DEP and EPA approved edition of "Standard Methods for the Examination of Water and Wastewater" under Act 252 as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation or other reference sources specified by regulatory agency requirements, such as "Methods for Chemical Analysis of Water and Wastes," U.S.E.P.A. 1974 or its updated version.
- (b) All measurements, tests, inspections and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the measurements, tests, inspections and/or analyses determine that a Customer has created a situation which is in violation of any statute, ordinance, rule or regulation then the Customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze and remedy the situation. Otherwise, the costs involved are to be borne by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees charged by the Company. The costs shall be payable within 30 days of presentation of a bill for such costs by the Company to the Customer(s).
- (c) Where the Company deems it advisable, it may require any Customer discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the pH of the wastes so discharged.

(d) In the event any person, firm or corporation producing any industrial wastes otherwise excluded from the Sanitary Sewer, desires to discharge the same into any portion of the Company's sanitary sewer system, the Company may at its option, consent to such discharge at a charge in accordance with the Company's established Schedule of Rates, Surcharges and discounts applicable to such Industrial/Commercial Wastes, as provided in Section K.8 entitled "Surcharge for Industrial Wastes." Such consent may be made contingent upon the applicant providing and maintaining apparatus for regulating the rate of discharge and/or treating the wastes at applicant's expense prior to discharge as the Company may deem necessary. Such consent will stipulate the location and type of metering device to be used for measuring the quantity of such wastes discharged to the sewage system, and will also stipulate the method and frequency of sampling such wastes. Each analysis will be made on a composite of twenty-four (24) hourly (or a larger number of more frequent) samples of wastes collected over a single twenty-four (24) hour day; the volume of each of the samples will be proportional to the rate of Waste flow. The average suspended solid content or acid equivalent of the wastes for the quarter will be calculated in such a manner as to be as truly representative of the entire quarterly flow and composition of the waste as possible. Particular care will be exercised to insure that the difference in character or composition of the wastes during the weekends and nights, when industrial operations are at a minimum, are properly considered in arriving at quarterly averages.

4. Disposal of Wastes From Septic Tanks and Cesspools: No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's wastewater system, except as designated by the Company.

5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.

6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a Customer or a Customer's representative, such damage shall be immediately reported to the Company and Customer shall reimburse Company for the costs of identifying, testing, and making such repairs as may be required by Company. Any user violating any of the provisions of these Rules and Regulations shall become liable to the Company for all expenses, losses, or damages occasioned by the Company by reason of such violation, whether incidental or consequential.

Section G – Line Extensions

1. Requests by Bona Fide Service Applicant: Upon request by a bona fide service applicant, the Company shall construct line extensions within its franchised territory consistent with the following directives:

(a) Line extensions to bona fide service applicants shall be funded without Customer advance where the annual revenue from the line extension will equal or exceed the Company's annual line extension costs.

(b) If the annual revenue from the line extension will not equal or exceed the Company's annual line extension costs, a bona fide service applicant may be required to provide a Customer advance to the Company's cost of construction for the line extension. The Company's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The Customer advance amount shall be determined by subtracting the Company's investment for the line extension from the total construction costs.

(c) The Company's investment for the line extension shall be based on the following formula, where X equals the Company's investment attributed to each bona fide applicant:

X	=	[AR – OM] divided by [I + D] ; and
AR	=	the Company's annual revenue
OM	=	the Company's operating and maintenance costs
I	=	the Company's current debt ratio multiplied by the Company's weighted long-term debt cost rate
D	=	the Company's current depreciation accrual rate

2. Upgrade/Extension of Service for Non-Bona Fide Service Applicant: Whenever an applicant other than a bona fide service applicant requests the Company to extend its system to serve such property, and the property is within the Company's service area, and the Company has capacity to serve, the Company shall agree to extend its service upon applicant's execution of a Main Extension Agreement and applicant's payment of a Customer Advance in an amount as determined below. A Master Agreement may be executed for extensions that are to be made in phases over a period of time, with execution of a separate Agreement and payment of a separate Customer Advance for each phase.

In addition, if service to the applicant requires the use of facilities that were financed by a previous Customer Advance, which has not been fully refunded, the Company, in its discretion, may require the applicant to deposit an additional amount as a Customer Advance to finance a reasonable portion of such previously constructed facilities. Any additional amount so advanced shall be paid, as a refund, to the other applicant that previously financed such facilities.

The amount of the Customer Advance to be deposited with the Company shall be an amount in cash equal to the estimated cost of the extension, including the estimated cost of mains, manholes, pump stations, treatment facilities, and of other facilities which the Company has determined to be required to render adequate service. Provided, however, that unless otherwise specified in the Main Extension Agreement, deposits made for additional facilities other than the main extension, such as booster pumps, storage tanks and the like, are Contributions in Aid of Construction which will not be subject to refund under this Rule.

Upon completion of the installation, the Company shall provide applicant with a statement of the actual costs of construction. If the actual cost of construction is less than the estimated construction cost deposited with the Company, the Company shall return to applicant such difference. If the actual cost of construction is greater than the estimated cost of construction deposited with the Company, then applicant shall make an additional deposit equal to such difference. Waste water service to the project may be refused, or discontinued subject to the Commission's regulations, for failure to make such additional deposit. Interest will not be paid on Customer Advances.

(a) Refunds of Customer Advances: Refunds of Customer Advances will be paid to the applicant during the ten (10) year period beginning with the date of the Agreement. For developments that are to be completed in phases under a Master Agreement, refunds may be paid until ten (10) years after the date of the Main Extension Agreement for the final phase. A Per-Customer Refund Amount shall be paid for each additional permanent Customer for whom a company service main shall be directly attached to applicant's Main Extension, except that no refund will be paid with respect to the attachment of the applicant if the applicant is a bona fide service applicant. The amount of the Per-Customer Refund shall be determined as follows:

1. For attachments made during the first three years following the date of the Agreement, the refunds will be equal to two (2) times the first year's annual revenue received from each additional customer.
2. For attachments made during the fourth and subsequent years following the date of the Agreement, the refund will be equal to the first year's annual revenue received from each additional customer.
3. Provided, however, that the total amount refunded shall not exceed the actual amount of the Customer Advance, excluding any additional percentage amount related to income taxes that was charged to the applicant. Provided, further, that any additional percentage amount related to income taxes that was charged to the applicant after June 12, 1996 will be refunded immediately. Interest will not be paid on Refunds. All or any part of the Customer Advance not refunded within such 10-year period shall be considered a Contribution in Aid of Construction to the Company.

(b) Alternative Arrangements Permitted: The Company, in its discretion, and with the agreement of the applicant, may enter into a Main Extension Agreement with alternative terms and conditions for funding of extensions if the Company concludes that the extension will provide a reasonable return or otherwise is in the long term interest of its customers.

(c) Rules Not to Apply to System Improvements: The foregoing provisions shall not be construed to apply to an extension, or portion thereof, undertaken for general system improvement or to connect any other wastewater company or municipally-owned system acquired by the Company to the Company's distribution system.

(d) Taxes on Deposits for Construction & Customer Advances: The Company will pay income taxes on any deposit, Customer Advance, Contribution in Aid of Construction or other like amounts received from an applicant which shall constitute taxable income as defined by the Internal Revenue Service. Such

income taxes shall be segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with a deposit or advance will not be charged to the specific depositor of capital.

3. Customer Advance Financing, Refunds and Facilities on Private Property:

(a) For companies with gross annual receipts of \$10 million or more: When a Customer advance is required from a bona fide service applicant for service and the bona fide applicant is unable to advance the entire amount due, the Company shall either:

- (i) Allow the applicant to pay the advance plus the financing costs equal to the Company's weighted cost of long-term debt, over a period of not less than three years; or
- (ii) Provide information to the bona fide service applicant on financial institutions that may offer financing to the applicant for the main extension.

(b) When a Customer advance is required of a service applicant and an additional Customer or Customers attach Laterals to the line extension within ten (10) years, the Company shall refund a portion of the advance to the original service applicant. Deposits made for additional facilities other than the line extension are contributions in aid of construction and need not be refunded.

(c) The Company will refund to the applicant, during a period of ten (10) years from the date of the extension deposit, a per-Customer amount for each additional bona fide service applicant from whom a street service connection shall be directly attached to such main extension as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within said ten (10) year period shall become the property of the Company and shall be treated as Contributions in Aid of Construction for ratemaking purposes. The per Customer refund amount shall equal the Company's investment attributed to each bona fide applicant as calculated in the formula contained in Section G, Rule 1, Subsection (c) of this tariff.

(d) The Company shall require a Customer to pay, in advance, a reasonable charge for Laterals and equipment installed on private property for the exclusive use of the Customer.

(e) Special utility service shall mean residential or business service which exceeds that required for ordinary residential purposes. Section G, Rule 1, (a) through (c) of this tariff do not apply to special utility service. By way of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains and booster pumps as necessary to provide adequate flows, or service to large commercial and industrial facilities. An otherwise bona fide applicant requesting service which includes a "special utility service" component is entitled to bona fide applicant status, including the corresponding Company contribution toward the costs to the line extension which do not meet the special utility service criteria.

(f) If a developer or applicant proposes to construct a multi-EDU residential, commercial, or industrial development and sewer capacity is not available, as determined by the Company of their pipes,

manholes, pump stations, treatment plant, or permits, the developer or applicant is required to enter into a Facilities and Extension Deposit Agreement to make the necessary contribution to increase the sewer capacity as described in this section of the tariff.

4. Requirement for Facilities and Extension Deposit Agreement: Where construction of facilities is not fully funded by the Company pursuant to Rule 2 of this Section, the execution by the applicant of a Facilities and Extension Deposit Agreement for Customer contribution or advance shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Facilities and Extension Deposit Agreement. Customer shall contribute all facilities required for the Company to directly connect the Customer to the Sanitary Sewer. This includes any increase in capacity required for the wastewater treatment plant, additional pumping stations, vaults, manholes, mains or any other apparatuses where applicable which are required to provide service to the applicant. The Company shall have the right to locate the facilities as required to meet the long term system needs of its Customers.

4. Size of Main: The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Facilities and Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Facilities and Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.

5. Length of Extension: In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the curb line or right-of-way, which is equidistant from the side property lines of the last lot for which service was requested except where the Company, in its sole opinion, determines that it is necessary to extend beyond the last lot and connect to an existing main to provide adequate and reliable wastewater service. A street service connection will be provided only for Customer Laterals that extend at right angles from the curb line in a straight line to the premises to be served.

6. Cost True-up: At the conclusion of the main extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the Customer. If the actual cost exceeds the deposit, the Service Applicant shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference.

#### Section H – Service Continuity

1. Regularity of Service: The Company may, at any time, shut off service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code 67.1 and as circumstances permit, notify Customers to be affected by service interruptions.

2. Liability for Damages:

(a) **Limitation of Damages for Service Interruptions** – The Company's liability to a Customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the Customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid breaks, interruptions, fluctuations, leaks, backups, and blockages in service, but cannot and does not guarantee that such will not occur.

(b) **Responsibility for Customer Facilities** – The Company shall not be liable for any loss or damage caused by reason of any break, blockage, leak or other defect in a Customer's own service pipe, line, fixtures or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents. The Company shall in no event be responsible for maintenance of, or for repairs as a result of damage done by sewage escaping from a blockage of the Customer's service lateral or any other pipe or fixture, or from any other cause occurring to any premise or within any house or building.

(c) When the Company incurs costs and the blockage or defect is determined to be on the Customer's service lateral, the Company may request reimbursement and the Customer is responsible to reimburse the Company for associated costs.

#### Section I – Waivers

The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

#### Section J – Amendment of Commission Regulations

Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between Commission regulations and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

#### Section K – Industrial and Commercial Service Limitations

1. **Pretreatment:** All industrial and commercial waste proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the authority to properly control any waste discharge into its sewage system by regulating the rate of the waste discharge by

requiring necessary pretreatment, and excluding certain waste, if necessary, to protect the integrity of the Company's system.

2. Customer Limitations: Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:

- the existing wastewater treatment plant is unable to satisfactorily treat;
- is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant;
- is more costly to treat than typical domestic wastewater; or,
- requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic wastewater,

then the Customer shall provide, at the Customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains. No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company.

3. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste.

4. Specific Dangers: In general, any waste will be considered harmful to the Company wastewater system and any other facility if it may cause any of the following damaging effects:

- (a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the sewer structures;
- (b) mechanical action that will destroy the sewer structures;
- (c) restriction of the hydraulic capacity of the sewer structures;
- (d) restriction of the normal inspection or maintenance of the sewer structures;
- (e) danger to public health and safety; or
- (f) obnoxious condition contrary to public interest.

The Company may terminate service, pursuant to Section C of this tariff, if any of these specific dangers, or other dangers identified by the Company as being harmful to its system, are caused by the Customer.

Section L – Privilege to Investigate/Right of Access

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, for the purpose of examining and inspecting connections and

fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause.

# Exhibit B

## AGREEMENT OF SALE

THIS AGREEMENT is made this 20<sup>th</sup> day of JUNE 2013 between East Prospect Borough Authority, a municipal corporation of York County, Pennsylvania ("Authority") and The York Water Company, a public utility corporation organized under the laws of the Commonwealth of Pennsylvania, having its principal office in the City of York, York County, Pennsylvania ("York Water").

WHEREAS, the Authority is a duly organized municipal corporation, organized and existing under and pursuant to the Pennsylvania Municipalities Authorities Act, as amended that owns facilities used for and is engaged in the business of collecting, treating, and disposing wastewater from inhabitants in and around the Borough of East Prospect; and

WHEREAS, the Authority is willing to sell, and York Water is willing to purchase substantially all of the Wastewater Collection, Pumping and Treatment System of the Authority (as defined in Paragraph 2.1 of this Agreement); and

WHEREAS, York Water is a Pennsylvania public utility engaged in the business of collecting, treating, storing, supplying, distributing and selling water and collecting, treating, and disposing wastewater to the public in various portions of York and Adams Counties, Pennsylvania; and

WHEREAS, York Water is willing to own and operate such Wastewater Collection, Pumping and Treatment System, subject to York Water's regular rules, regulations and tariffs applicable from time to time to water and wastewater customers of York Water.

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

1. **SALE AND PURCHASE OF ASSETS.** At Closing (as defined in Paragraph 5 of this Agreement), subject to the terms and conditions of this Agreement, the Authority shall sell, assign, transfer and convey to York Water and York Water shall purchase the Assets (as defined in Paragraph 2 of this Agreement) for the Purchase Price (as defined in Paragraph 3 of this Agreement).

2. **DESCRIPTION OF ASSETS.** The term "Assets" means the Wastewater Collection, Pumping and Treatment System, as defined in Paragraph 2.1 of this Agreement

2.1. **Description of Wastewater Collection, Pumping and Treatment System.** The term Wastewater Collection, Pumping and Treatment System means all of the physical plant, property, equipment and facilities comprising the existing Wastewater Collection, Pumping and Treatment System owned and operated by the Authority, with attendant easements, rights-of-way, real estate and improvements, personal property, fixtures and equipment, all as more fully described on APPENDIX A hereto attached and made a part hereof.

2.2. **Excluded Assets.**

- i. There is excluded from the sale and the Authority reserves unto itself all funds designated as funds of the Authority including, specifically, any checking accounts, savings accounts, accounts receivables, insurance, and other investments related to the Wastewater Collection, Pumping and Treatment System and the provision of wastewater services by the Authority.

3. **PURCHASE PRICE.** The Authority agrees to sell, assign, transfer and convey the Assets to York Water for the consideration of two hundred fifteen thousand (\$215,000) Dollars. The Authority will take all actions necessary to authorize the sale of the Wastewater Collection, Pumping and Treatment System to York Water, and will prosecute all such actions in good faith and with due diligence.

4. **AUTHORITY REPRESENTATIONS, WARRANTIES AND COVENANTS.**

4.1. **Title.** The Authority represents and warrants to York Water that it has good title to its Wastewater Collection, Pumping and Treatment System as defined in Section 2 and depicted on APPENDIX A free and clear of all liens and encumbrances except existing easements, conditions and restrictions, if any, that do not materially impact the operation of the wastewater system, as well as existing obligations disclosed to York Water pursuant to Paragraph 4.4 of this Agreement.

4.2. **Current Service.** The Authority represents and warrants to York Water that it is presently serving approximately 400 wastewater customers on a regular basis.

4.3. **Compliance with Statutes and Regulations.** The Authority represents and warrants to York Water that it complies with any and all applicable statutes and regulations relevant to the operation of the Wastewater Collection, Pumping and Treatment System.

4.4. **Outstanding Obligations.** Any existing refunding arrangements, agreements or contracts have been disclosed to York Water and shall remain the obligation of the Authority; provided, however, that Authority shall satisfy such obligations from the proceeds of this sale and excluded assets, as defined in Paragraph 2.2. above, within 60 days of closing.

4.5. **Delinquency.** The Authority represents and warrants that it is not delinquent or in default on any loan.

4.6. **Litigation.** The Authority represents and warrants that there is no litigation of any nature, pending or threatened against or involving the Authority seeking to restrain or enjoin, or restraining or enjoining, the sale of the Wastewater Collection, Pumping and Treatment System to York Water or the execution and delivery by the Authority of this Agreement or the Closing Documents. The Authority has received no notice and has no knowledge of any action, claim or proceeding pending or threatened against it or the Authority which questions the validity of the Agreement or actions of the Authority to be taken hereunder.

4.7. **Authorization to Sell.** The Authority consents to the sale and transfer of the Wastewater Collection, Pumping and Treatment System to York Water by official and proper action taken by the members of the Authority on June 6, 2013 and as further represented by execution of this Agreement. The Authority has or will have taken all actions necessary to authorize the execution of a Bill of Sale, Deed(s), and other Closing documents, in full compliance with the provisions of the Pennsylvania Municipalities Authorities Act prior to Closing.

4.8. **Continuance of Representations and Warranties.** The Authority agrees that the foregoing representations and warranties shall be true as of the date of the Agreement and as of the Closing, subject, however, to any changes after the date of the Agreement because of any action expressly contemplated by this Agreement or otherwise approved in writing by York Water. The Authority further agrees that its representations and warranties to York Water in this Agreement shall survive closing for a period of two (2) years.

5. **CLOSING.** The Closing shall take place within 30 days after all conditions set forth in Paragraph 6 have been met.

6. **CONDITIONS TO CLOSING.** The obligation of York Water to proceed to Closing is subject to fulfillment of the following further conditions:

6.1. **Regulatory Approvals.** This Agreement is subject to York Water receiving all requisite permits and approvals for the transaction contemplated by this Agreement from the Pennsylvania Public Utility Commission ("Commission"), the Pennsylvania Department of Environmental Protection ("DEP"), and any and all other applicable authorities having jurisdiction. York Water shall initiate and timely prosecute in good faith and with due diligence, at its sole expense, necessary proceedings to obtain such permits and approvals. The Authority agrees to provide such information, documents and assistance as may be reasonably requested by York Water in order to obtain such approvals.

7. **CLOSING DOCUMENTS.** At the Closing, the Authority shall sell, transfer, assign and convey to York Water the real and personal property described on **APPENDIX A** and shall deliver or cause to be delivered the following documents.

7.1. **Bill of Sale** for the personal property, assignments of the easements and rights-of-way and a special warranty Deed or Deeds for the real estate conveying title as hereafter set forth, duly executed by the Authority in form for recording. Title to the real estate shall be good and marketable

and such that a reputable title company doing business in the Commonwealth of Pennsylvania will insure it at its regular rates. In the event of a title objection, defect, or encumbrance, York Water shall have the right in its sole discretion to demand its removal by the Authority or to cancel this transaction, such cancellation to occur only after allowing reasonable time and means for the removal of the objection, defect, or encumbrance.

7.2. **Certificates** duly signed by the Authority Chairman or Vice-Chairman and Authority to the effect that the representations and warranties set forth in Paragraph 4 hereof are true and correct as of the Closing.

7.3. **Certified copies of all Resolutions of the Authority and Ordinances** of the East Prospect Borough that relate to the provisions of this Agreement, together with certifications that said Resolutions and Ordinances are in full force and effect and were duly adopted.

7.4. **Copies of operating records** relating to the Wastewater Collection, Pumping and Treatment System as may be reasonably required by York Water including, but not limited to, a copy of the customer list stating the names and addresses of all wastewater users.

7.5. **A favorable opinion of the solicitor** for the Authority to the effect that to the best of the solicitor's knowledge:

- i. The Authority has the legal capacity to sell its Wastewater Collection, Pumping and Treatment System as contemplated by this Agreement; and that this Agreement has been duly executed and delivered by the Authority;
- ii. The Closing Documents have been duly executed and delivered;
- iii. The Authority has duly complied with the provisions of the Pennsylvania Municipalities Authorities Act applicable to this transaction; and
- iv. To the best of counsel's knowledge, there is no litigation or proceedings pending or threatened against the Authority, which relate adversely to the Authority's ability (a)

to conduct its business, (b) to transfer its assets or (c) to consummate the transactions contemplated by this Agreement.

7.6. **Covenants of Further Assurances** to the effect that the Authority shall from time to time take such further actions and execute and deliver such other documents and instruments at the request and cost of York Water as may be necessary or desirable to give full force and effect to the provisions of the Agreement.

8. **COVENANTS OF YORK WATER.** York Water hereby covenants and agrees as follows:

8.1. **Rates to Customers.**

i. The Authority's current quarterly rate for wastewater service is \$145 plus \$2.00 per 1000 gallons of water consumed above 10,000 gallons based upon quarterly water consumption. York Water shall bill monthly for wastewater service for a fee of \$50.00 per month plus \$2.00 per 1000 gallons of water in excess of 4000 gallons of water consumed based upon monthly water consumption. York Water shall maintain that rate unless and until adjusted from time to time by the Commission.

8.2. **Service Territory.** York Water agrees to provide wastewater collection, pumping and treatment service to the service territory delineated on APPENDIX B ("Service Territory").

8.3. **Insurance Coverage.** As of the date of Closing, York Water agrees to secure all necessary insurance coverage for the ownership and operation of the Wastewater Collection, Pumping and Treatment System.

9. **COMMISSION.** No broker's, finder's or agent's fees or commission shall be due or payable by York Water for or in connection with this Agreement for either the sale or the purchase of the Wastewater Collection, Pumping and Treatment System of the Authority. York Water represents that it

has had no dealing with any broker, or agent in connection with this transaction except elected or appointed officers of the Authority.

#### 10. **REGULAR COURSE OF BUSINESS.**

10.1. **Conduct of Business.** At all times between the dates of this Agreement and the Closing, the Authority agrees to conduct its business of providing wastewater collection, pumping and treatment services to its wastewater customers and the operation of its Wastewater Collection, Pumping and Treatment System and to keep the books relating thereto in the ordinary manner and regular and customary course of business and the Authority further agrees not to dispose of any of the assets of said Wastewater Collection, Pumping and Treatment System without the prior written consent of York Water, and further agrees not to enter into any collection system extension agreements that call for the Authority to make the extension at its cost, or changes to the system or any other material change or agreement without prior written approval of York Water, except further, as to all of the foregoing, as may be necessary or appropriate in order to comply with applicable law. The Authority will not terminate or fail to renew any of its insurance coverage prior to Closing. At all times between the dates of this Agreement and the Closing, the Authority shall continue as the certified operator in responsible charge of the Wastewater Collection, Pumping and Treatment System.

10.2. **Final Bill.** On the date of Closing, the Authority will bill its customers for all wastewater furnished by it prior to the Closing and shall retain all funds received for wastewater collection, pumping and treatment furnished as of that date. Closing date shall be on or about the last working day of the calendar month following receipt of all permits necessary for York Water to operate the Wastewater Collection, Pumping and Treatment System, including, but not limited to, a Certificate of Public Convenience from the Commission, unless both parties agree to an alternate closing date. York Water will bill its customers within the Service Area for all wastewater collection, pumping and

treatment after the date of Closing and shall retain all funds received for wastewater service from that date forward.

10.3. **Debt Coverage.** It is understood and agreed that the Authority shall retain responsibility for the payment of all debts associated with the Wastewater Collection, Pumping and Treatment System that were incurred by the Authority prior to the date of Closing, including, but not limited to, short-term debt.

11. **ASSUMPTION OF LIABILITIES.** It is understood and agreed that York Water is purchasing assets and does not assume any obligations or liabilities of the Authority except as specifically provided herein. The Authority will indemnify and hold York Water harmless from any liability or claim arising from the Authority's obligations or liabilities not expressly assumed by York Water.

12. **RISK OF LOSS.** Except as otherwise provided in this Agreement, the Authority assumes all risks of destruction, loss, or damage to the Wastewater Collection, Pumping and Treatment System due to fire or other casualty up to the date of Closing. In the event any of the Wastewater Collection, Pumping and Treatment System shall be destroyed or damaged prior to the date of Closing, the part or parts so destroyed or damaged shall be replaced or repaired by the Authority at its sole cost and expense, except as otherwise provided in this Agreement, and unless York Water agrees that the purchase price provided herein may be reduced by an amount equal to the estimated cost of replacement or repair of the part or parts so destroyed or damaged; provided, however, if any such destruction or damage shall, in the opinion of York Water, be so extensive as to materially and adversely affect the operating condition of the Wastewater Collection, Pumping and Treatment System, then, and in that event, York Water shall not be obligated to consummate the purchase and sale contemplated herein, and York Water shall not have any obligations whatsoever to the Authority by reason hereof.

13. **ACCESS AND INFORMATION.** The Authority will give to authorized representatives of York Water, upon reasonable notice, full access during normal business hours throughout the period prior to the Closing to the assets, inventory, books, contracts, extension agreements, and records of the Authority relating to the Wastewater Collection, Pumping and Treatment System, and furnish York Water during such period with all such material and information relating thereto as York Water may reasonably request.

14. **RIGHTS OF THE PUC, DEP AND OTHER REGULATORY AGENCIES.** York Water is regulated by the PUC as well as other governmental agencies. Nothing in this Agreement is intended to supersede, expand, or limit any powers of these regulatory agencies. In all conflicts between this Agreement and another regulatory agency, the regulatory agency requirements will supersede this Agreement.

15. **CAPTIONS.** The paragraph captions contained in this Agreement shall not be construed as part of the Agreement, but are used merely for ready reference purposes.

16. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

17. **CONSTRUCTION.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

18. **NOTICES.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, registered mail, return receipt requested:

If to the Authority, to:

Chairman  
East Prospect Borough Authority  
PO Box 334  
East Prospect, PA 17317

If to York Water, to:

Jeffrey R. Hines  
President and CEO  
The York Water Company  
130 East Market Street  
York, PA 1740

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officials and officers as of the date first above written.

ATTEST:

EAST PROSPECT BOROUGH AUTHORITY

Mindy K Bersinger  
Secretary

(SEAL)

By: Tracey Winter  
Vice Chairman of East Prospect Borough Authority

ATTEST:

THE YORK WATER COMPANY

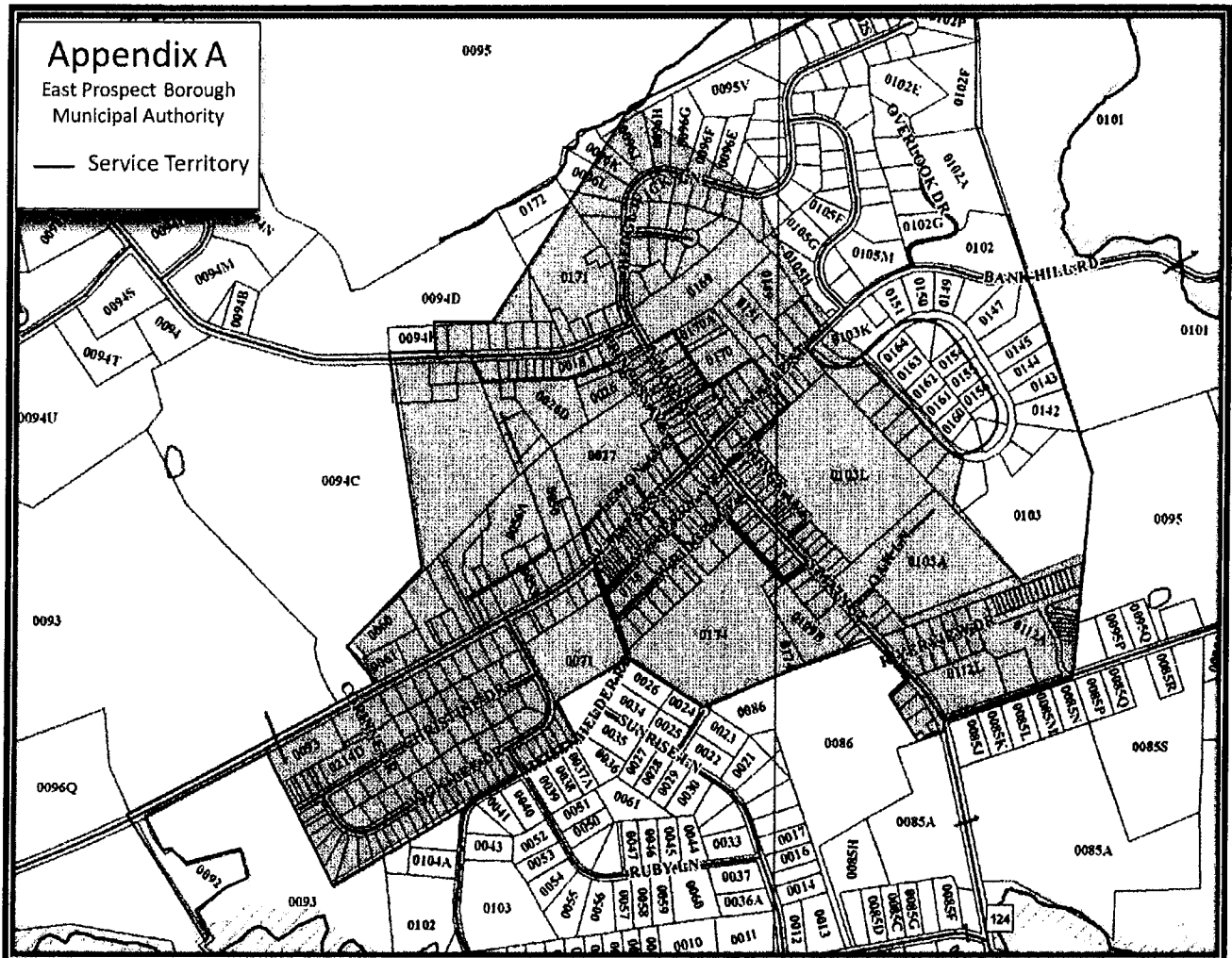
Bonnie J. Deproth  
Asst. Secretary

(SEAL)

By: [Signature]  
President and CEO

## APPENDIX A – ASSETS

- A. All sanitary pressure sewer, sanitary gravity sewer, sewage force main, sanitary laterals (from sanitary sewer to edge of right-of-way or street), curb boxes and appurtenant fixtures and equipment in place and used in the wastewater collection, pumping and treatment system within the service territory.
- B. All wastewater lift (pumping) stations, vaults, valves and manholes presently in place in the wastewater collection and pumping system within the service territory.
- C. The existing wastewater treatment plant, maintenance shed and parcel shall be conveyed to York Water in accordance with all required permits and title to the parcel. Parcel Identification Number 35000JL0092000000, located at East Prospect Road, Lower Windsor Township, York County, Pennsylvania shall be conveyed to York Water for the proper provision of wastewater service.





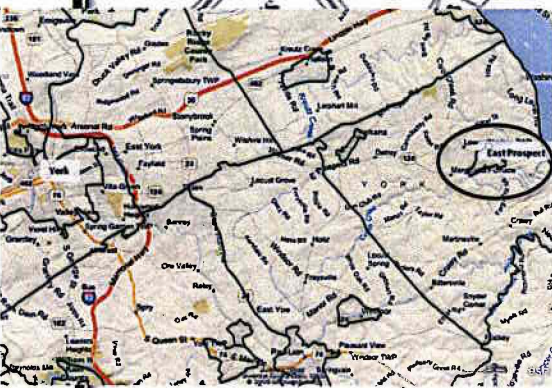
# Exhibit C

# Exhibit C

East Prospect  
Borough Authority

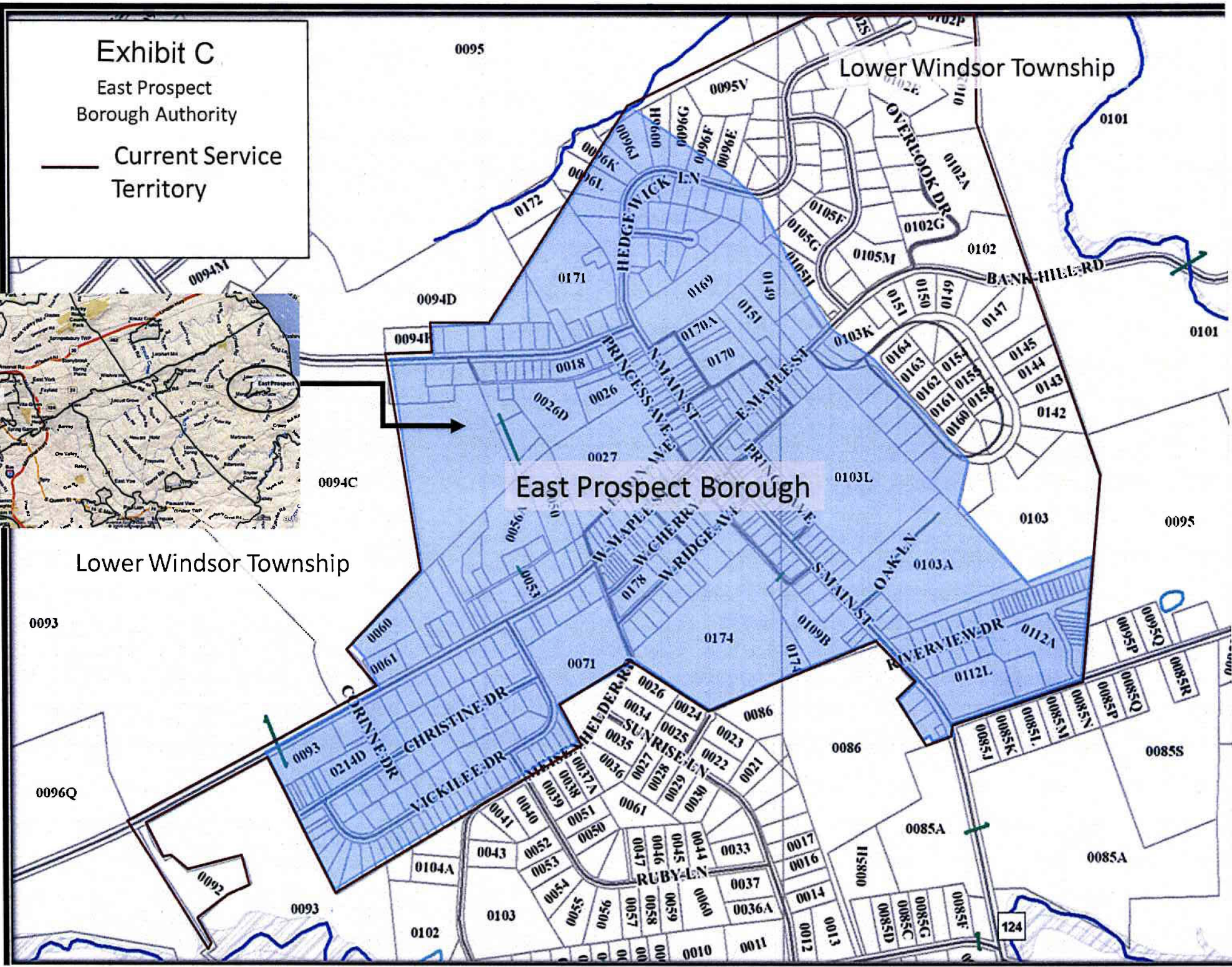
— Current Service Territory

Lower Windsor Township



## East Prospect Borough

Lower Windsor Township



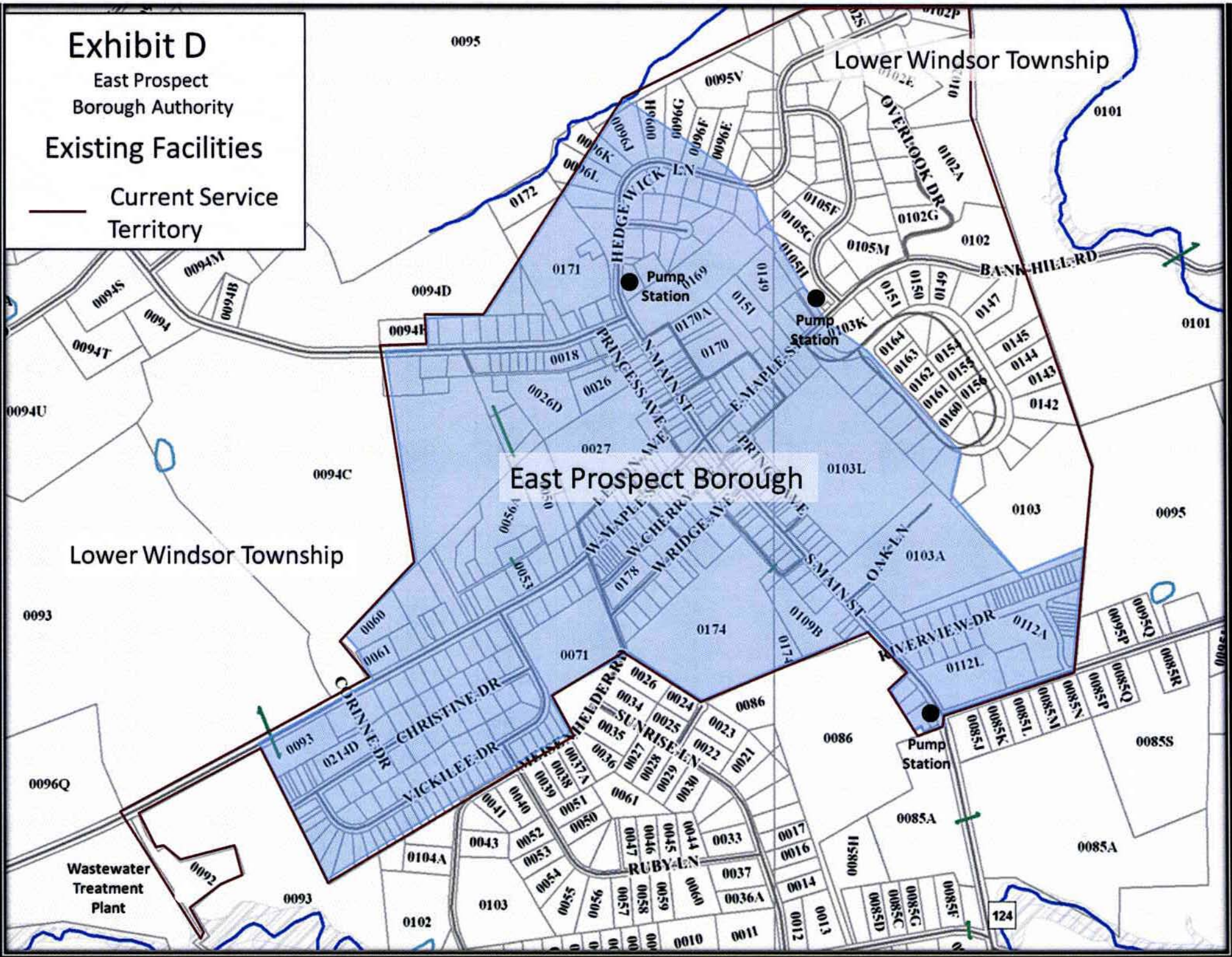
# Exhibit D

# Exhibit D

East Prospect  
Borough Authority

## Existing Facilities

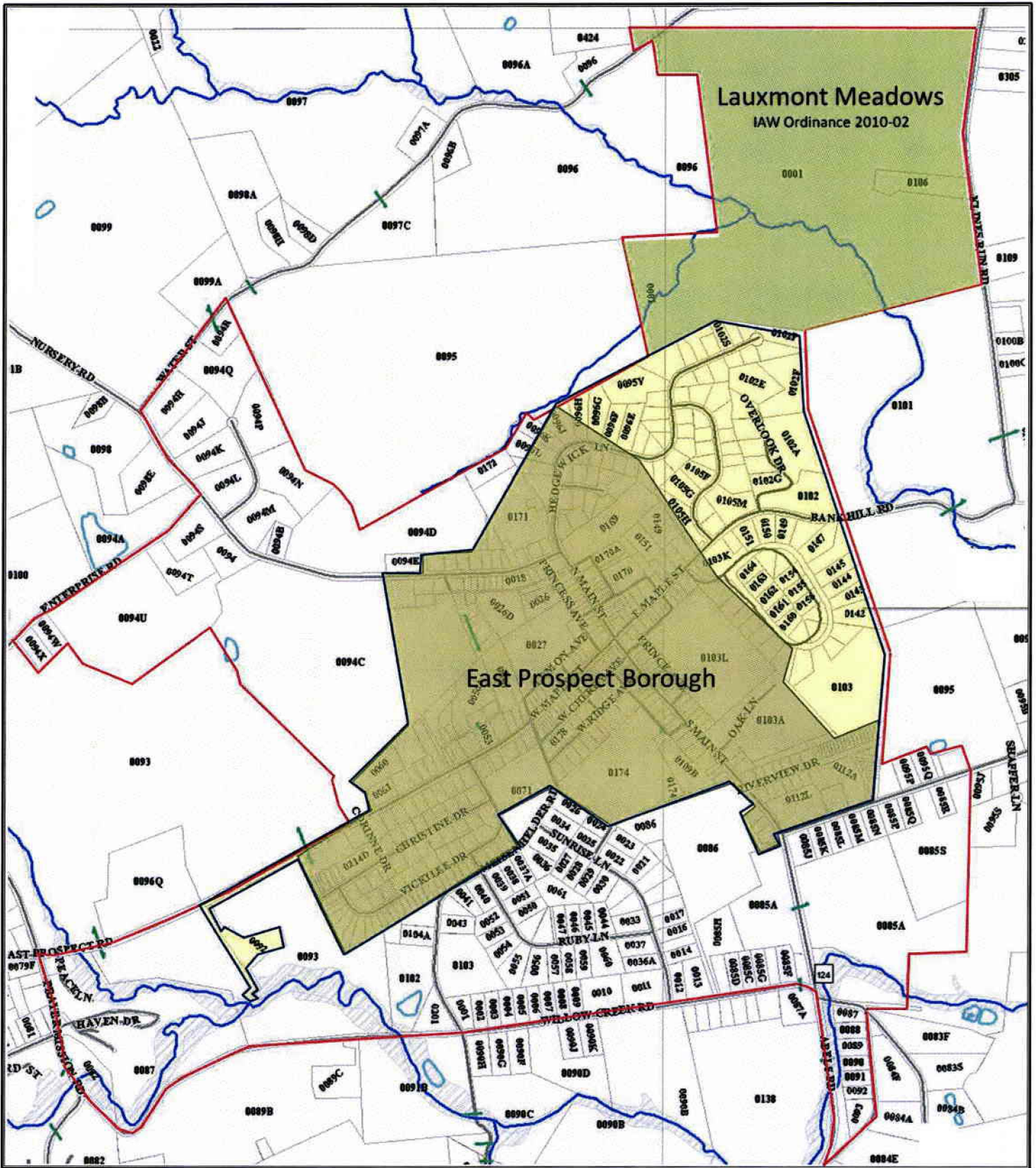
Current Service Territory



# Exhibit E

# Exhibit E

- Existing East Prospect Borough Authority Service Territory
- Proposed Wastewater Charter Territory



Notes:  
Proposed Wastewater Charter Territory aligns with Lower Windsor Township Village Zoning vicinity of East Prospect Borough (Zoning Map Dated 09/15/11) with the exception of the Lauxmont Meadows approved subdivision plan as codified in Township Ordinance 2010-02 and Intermunicipal Sewer Agreement dated July 2010 between East Prospect Borough, East Prospect Municipal Authority and Lower Windsor Township.  
East Prospect Borough Authority currently serves the entire Borough of East Prospect and those portions of Lower Windsor Twp highlighted in yellow.

# Exhibit F

## **METES AND BOUNDS DESCRIPTION OF EXPANDED WASTEWATER CHARTER AREA**

BEGINNING, at a point at the centerline of the intersection of State Route 0124 (S.R. 0124) and Prayer Mission Road; thence in a southeastwardly direction along the centerline of Prayer Mission Road to a point fifty (50) feet south of an intersection with Willow Creek Road; thence along a line parallel and fifty (50) feet south of said Willow Creek Road in an eastwardly direction to a point fifty (50) feet south of the intersection with Abels Road; thence in a southwardly direction along the centerline of Abels Road to a point fifty (50) feet north of an intersection with the southernmost intersection of Circle Drive; thence along a line parallel and fifty (50) feet south and east of said Circle Drive to a point of intersection with Forge Hill Road; thence in an eastwardly a distance of two-hundred (200) feet and northwardly a distance of three-hundred (300) feet to the southernmost property line of Parcel ID Number 35000JM0085A0; thence along said property line in a eastwardly and northwardly direction to a point of intersection with Parcel ID Number 35000JM0085S0; thence continuing along the easternmost property line of said parcel to a point of intersection with Calvary Church Road; thence crossing Calvary Church Road and following the easternmost and northernmost property lines of Parcel ID Number 35000JM0095C0; thence along the southernmost and westernmost property lines of Parcel ID Number 35000JM009500 to a point of intersection with Parcel ID Number 35000JM010100; thence along the westernmost property line of said parcel, crossing Bank Hill Road and continuing along said Parcel ID Number to a point of intersection with Parcel ID Number 35000KM000100 ; thence along the southernmost property line of said parcel to a point of intersection with Klines Run Road, thence along the centerline of said road in a northwestwardly direction to a point of intersection with Water Street; thence in a southwestwardly direction along Water Street; thence along the westernmost boundary and fully encompassing Parcel ID Number 35000KM000100; to a point of intersection with Parcel ID Number 35000JM0102W0; thence along the southernmost and westernmost property lines of Parcel ID Number 35000JL009500 to a point of intersection with Water Street; thence along Water Street in a southeastwardly direction to a point f intersection with Nursery Road; thence along Nursery Road in a southwardly direction to the intersection with Enterprise Drive; thence in a southwestwardly direction along Enterprise Drive to a point of intersection with the easternmost property line of Parcel ID Number 35000JL009300; thence along Parcel ID Number 35000JL009300 in a southwardly and eastwardly direction to a point fifty (50) feet north of the intersection with State Route 0124 (S.R. 0124; thence along a line parallel and fifty (50) feet north of said State Route 0124 (S.R. 0124) to the point of beginning.

# Exhibit G

## INTERMUNICIPAL SEWER AGREEMENT

THIS INTERMUNICIPAL SEWER AGREEMENT (this "Agreement") made this 8<sup>th</sup> day of July, 2010, by and among EAST PROSPECT BOROUGH, York County, Pennsylvania ("East Prospect"), EAST PROSPECT BOROUGH AUTHORITY, York County, Pennsylvania ("Authority") and LOWER WINDSOR TOWNSHIP, York County, Pennsylvania ("Lower Windsor").

### RECITALS:

- A. East Prospect Borough is a borough organized and existing pursuant to the Borough Code, 53 P.S. §45101 et seq.
- B. East Prospect Borough Authority is a municipal authority created by East Prospect Borough pursuant to the Municipalities Authorities Act, 53 P.S. §5601 et seq. to provide sanitary sewer conveyance and treatment facilities for properties within the municipal limits of East Prospect.
- C. Lower Windsor Township is a second class township organized and existing pursuant to the Second Class Township Code, 53 P.S. §65101 et seq.
- D. Lauxmont Meadows is a 131-lot single family residential subdivision ("Lauxmont Meadows") proposed on an approximately 144-acre tract of land located at the southeast corner of the intersection of Klines Run Road and Water Street in Lower Windsor Township owned by the Estate of Laura B. Kohr (the "Kohr Estate") more particularly described by the deed recorded with the Recorder of Deeds of York County at Book \_\_\_\_, page \_\_\_\_ (the "Property"). A plan showing the location of the Property and the layout of Lauxmont Meadows is attached hereto as Exhibit "A".
- E. The lots within Lauxmont Meadows are required by the Lower Windsor Township Subdivision and Land Development Ordinance to be connected to a public sanitary sewer facility. Full build-out of Lauxmont Meadows will generate approximately 35,000 gpd of sewage flow. However, Lower Windsor does not own or operate any public sanitary sewer conveyance or treatment facilities which could serve Lauxmont Meadows.
- F. Authority has a Part II permit issued by the Department of Environmental Protection allowing for the expansion of the Authority's sewer treatment plant (the "Treatment Plant") to approximately 175,000 gpd. (the "Plant Expansion"). Work has not commenced on the Plant Expansion.
- G. Upon completion of the Plant Expansion, Authority will have sufficient treatment capacity to provide public sanitary sewer treatment to the homes within Lauxmont Meadows.
- H. Pursuant to separate agreements, the parties contemplate that the Kohr Estate will (1) construct the sanitary sewer collection facilities within Lauxmont Meadows and between Lauxmont Meadows and the Authority's existing collection system (the "Collection System");

(2) construct the Plant Expansion; and (3) dedicate the constructed Collection System and Plant Expansion to the Authority.

I. It is the intent of this Intermunicipal Sewer Agreement to authorize and to provide the terms upon which the Authority will provide public sanitary sewer facilities to serve the residential lots within Lauxmont Meadows.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the mutual covenants set forth herein, and intending to be bound hereby, the parties agree as follows:

1. The Recitals are incorporated and made a part of this Agreement.
2. The purpose of this Agreement is to connect the Lauxmont Meadows development to the public sanitary sewer owned and operated by the Authority. This Agreement shall not be construed to require the Authority to serve or connect any other real property within Lower Windsor, except those portions of previously approved developments in both East Prospect and Lower Windsor. Connection of any other real property within Lower Windsor shall require an amendment to this Agreement or a separate agreement by and between the parties hereto.
3. For a period of fifteen years from the date of recording the final land development plan for Lauxmont Meadows (the "Reservation Period"), Authority will reserve and provide up to 35,000 gpd of sanitary sewer treatment capacity for the 131 residential properties within Lauxmont Meadows. No tapping fees will be charged for connections within Lauxmont Meadows made during the Reservation Period. Following such Reservation Period, tapping fees shall be paid for connections of remaining capacity reserved hereby within Lauxmont Meadows for any lots in Lauxmont Meadows for which the Kohr Estate, or its successor in interest in Lauxmont Meadows, does not from the expiration of the Reservation Period pay to Authority the base user fees for that lot.
4. Authority shall directly bill and collect all user fees, interest, penalties and costs of collection from the owners of all lots being served in Lauxmont Meadows. Property owners of Lauxmont Meadows shall become customers of Authority. Lower Windsor specifically authorizes the Authority to employ any and all legal remedies available to the Authority to collect such fees and costs, including, but not limited to those available under the Pennsylvania Municipality Authorities Act, (53 Pa.C.S.A. 5601 et seq), as amended from time to time, and the Municipal Claim and Lien Law (53 P.S. 7101 et seq).
5. Authority shall provide any temporary "pump and haul" services required prior to the Collection System being functional. Authority shall be responsible for collecting from the Kohr Estate, and the Kohr Estate shall be solely responsible for, any fees for pump and haul services above the set user rate being collected by Authority from the users for whom pump and haul is being provided.
6. Authority shall be responsible for the approval of the plans and specifications of the Collection System and the Plant Expansion. This shall include providing specifications to the Kohr Estate as well as approval of the amount of construction and maintenance financial security. Authority shall be responsible for inspections during the construction period and

maintenance period. Authority shall not accept dedication of the Collection System or Plant Expansion until such time as it has been satisfactorily inspected and approved by the Authority Engineer and maintenance security has been posted with the Authority for the improvements accepted.

7. Authority shall own and maintain the Collection System and Plant Expansion after dedication from the Kohr Estate, and shall collect all tapping fees for connections to the Collection System or Plant Expansion from any property owners within East Prospect Borough.

8. Except as provided in this Agreement, Authority shall not provide sanitary sewer collection or treatment to any property in Lower Windsor.

9. Lower Windsor and East Prospect shall amend their Act 537 plans to be consistent with this Agreement.

10. Authority shall create a reimbursement component of tapping fees for new connections within East Prospect Borough to the Authority's treatment plant and Collection System and shall negotiate a reimbursement agreement with the Kohr Estate to provide for the Kohr Estate to recapture all or a portion of the costs of the Plant Expansion.

11. Lower Windsor shall require the Kohr Estate to establish an escrow account to be held by Lower Windsor to cover the ongoing engineering and legal expenses incurred by the parties regarding this Agreement and the construction and inspection of the Treatment Plant and Collection System contemplated by this Agreement. Authority and East Prospect shall provide to Lower Windsor monthly invoices of their engineering and legal bills and Lower Windsor agrees to pay such bills pursuant to its normal bill paying procedures. Lower Windsor shall be responsible for obtaining reimbursement of these bills and, if necessary, replenishment of the escrow account, from the Kohr Estate.

12. All financial security required from Kohr for the Collection System and the Treatment Plant shall be held by Lower Windsor Township. Authority shall notify Lower Windsor when the financial security can be released, in whole or part.

13. This Agreement may be signed in counterparts.

14. This Agreement may be amended only by a writing signed by all of the parties.

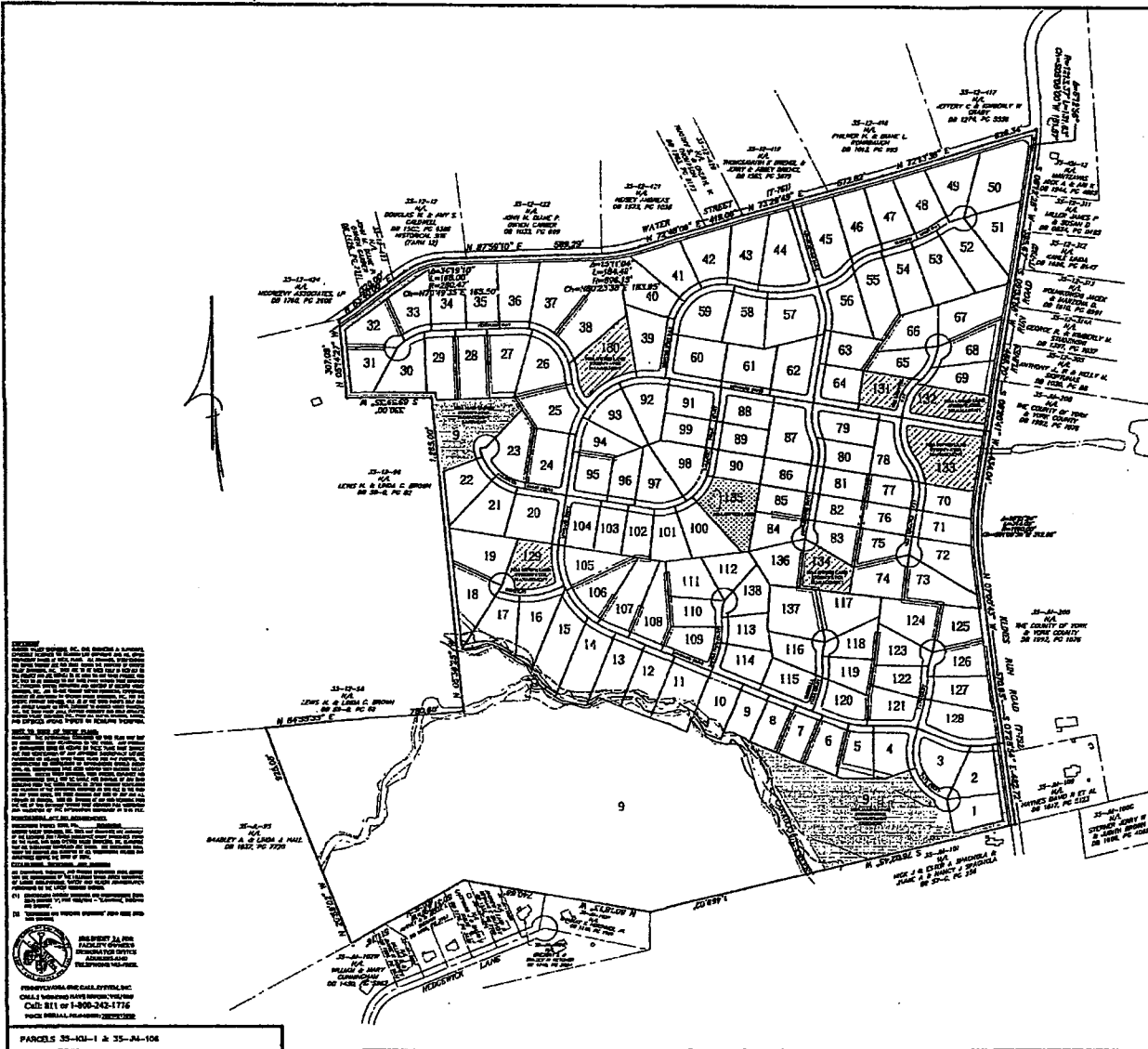
15. This Agreement shall be binding on the parties, their successors and assigns.

16. This Agreement was approved by the parties at public meetings as follows:

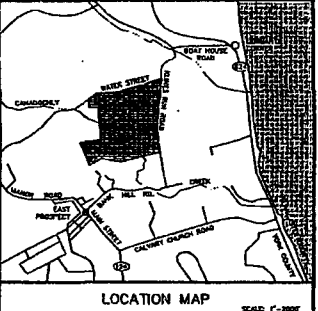
- (a) By Authority resolution on the 10<sup>th</sup> day of June, 2010; and
- (b) By East Prospect by duly enacted ordinance on the 10<sup>th</sup> day of June, 2010; and
- (c) By Lower Windsor by duly enacted ordinance on the 8<sup>th</sup> day of July, 2010.

**Exhibit "A"**

**Lauxmont Meadows Site Plan**



PROPOSED LOT 2005 LAYOUT	PREVIOUSLY APPROVED LOT 2005 LAYOUT	PROPOSED LOT 2005 LAYOUT	PREVIOUSLY APPROVED LOT 2005 LAYOUT
LOT 1	LOT 1	LOT 70	LOT 71
LOT 2	LOT 2	LOT 72	LOT 73
LOT 3	LOT 3	LOT 74	LOT 75
LOT 4	LOT 4	LOT 76	LOT 77
LOT 5	LOT 5	LOT 78	LOT 79
LOT 6	LOT 6	LOT 80	LOT 81
LOT 7	LOT 7	LOT 82	LOT 83
LOT 8	LOT 8	LOT 84	LOT 85
LOT 9	LOT 9	LOT 86	LOT 87
LOT 10	LOT 10	LOT 88	LOT 89
LOT 11	LOT 11	LOT 90	LOT 91
LOT 12	LOT 12	LOT 92	LOT 93
LOT 13	LOT 13	LOT 94	LOT 95
LOT 14	LOT 14	LOT 96	LOT 97
LOT 15	LOT 15	LOT 98	LOT 99
LOT 16	LOT 16	LOT 100	LOT 101
LOT 17	LOT 17	LOT 102	LOT 103
LOT 18	LOT 18	LOT 104	LOT 105
LOT 19	LOT 19	LOT 106	LOT 107
LOT 20	LOT 20	LOT 108	LOT 109
LOT 21	LOT 21	LOT 110	LOT 111
LOT 22	LOT 22	LOT 112	LOT 113
LOT 23	LOT 23	LOT 114	LOT 115
LOT 24	LOT 24	LOT 116	LOT 117
LOT 25	LOT 25	LOT 118	LOT 119
LOT 26	LOT 26	LOT 120	LOT 121
LOT 27	LOT 27	LOT 122	LOT 123
LOT 28	LOT 28	LOT 124	LOT 125
LOT 29	LOT 29	LOT 126	LOT 127
LOT 30	LOT 30	LOT 128	LOT 129
LOT 31	LOT 31	LOT 130	LOT 131
LOT 32	LOT 32	LOT 132	LOT 133
LOT 33	LOT 33	LOT 134	LOT 135
LOT 34	LOT 34	LOT 136	LOT 137
LOT 35	LOT 35	LOT 138	LOT 139
LOT 36	LOT 36	LOT 140	LOT 141
LOT 37	LOT 37	LOT 142	LOT 143
LOT 38	LOT 38	LOT 144	LOT 145
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**LEGEND**

- DOTTED LINE BOUNDARY
- DOTTED PARTIAL LINE
- DOTTED POINT-OF-ANGLE LINE
- SOLID LINE
- 300 YD PLACED PLAN LINE
- EXISTING LOT OF NEIGHBOR
- PROPOSED BOUNDARY LINE
- NEW OWNER STIPPLED SHAD. AREA
- NEW UNOWNED EXISTENT AREA
- OTHER NEW OWNED AREA

**OWNER / APPLICANT**  
 THE ESTATE OF LARA A. BROWN  
 123 LANE AVE, PHOENIX  
 ARIZONA 85016  
 ATTORNEY:  
 ROBERT C. BROWN, JR., CO. EXECUTOR  
 123 LANE AVE, PHOENIX, ARIZONA

**FINAL OVERALL PLAN OF SUBDIVISION**  
 Scale in Feet  
 1" = 200'

1. 10/27/09 REVIEWED PER THE TOWNSHIP'S 6/27/09 ORDER  
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 134. 11/10/20 REVIEWED PER TOWNSHIP'S 6/27/31 ORDER  
 135. 12/10/20 REVIEWED PER TOWNSHIP'S 8/27/31 ORDER  
 136. 1/10/21 REVIEWED PER TOWNSHIP'S 10/27/31 ORDER  
 137. 2/10/21 REVIEWED PER TOWNSHIP'S 12/27/31 ORDER  
 138. 3/10/21 REVIEWED PER TOWNSHIP'S 2/27/32 ORDER  
 139. 4/10/21 REVIEWED PER TOWNSHIP'S 4/27/32 ORDER  
 140. 5/10/21 REVIEWED PER TOWNSHIP'S 6/27/32 ORDER  
 141. 6/10/21 REVIEWED PER TOWNSHIP'S 8/27/32 ORDER  
 142. 7/10/21 REVIEWED PER TOWNSHIP'S 10/27/32 ORDER  
 143. 8/10/21 REVIEWED PER TOWNSHIP'S 12/27/32 ORDER  
 144. 9/10/21 REVIEWED PER TOWNSHIP'S 2/27/33 ORDER  
 145. 10/10/21 REVIEWED PER TOWNSHIP'S 4/27/33 ORDER  
 146. 11/10/21 REVIEWED PER TOWNSHIP'S 6/27/33 ORDER  
 147. 12/10/21 REVIEWED PER TOWNSHIP'S 8/27/33 ORDER  
 148. 1/10/22 REVIEWED PER TOWNSHIP'S 10/27/33 ORDER  
 149. 2/10/22 REVIEWED PER TOWNSHIP'S 12/27/33 ORDER  
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 155. 8/10/22 REVIEWED PER TOWNSHIP'S 12/27/34 ORDER  
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 158. 11/10/22 REVIEWED PER TOWNSHIP'S 6/27/35 ORDER  
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 160. 1/10/23 REVIEWED PER TOWNSHIP'S 10/27/35 ORDER  
 161. 2/10/23 REVIEWED PER TOWNSHIP'S 12/27/35 ORDER  
 162. 3/10/23 REVIEWED PER TOWNSHIP'S 2/27/36 ORDER  
 163. 4/10/23 REVIEWED PER TOWNSHIP'S 4/27/36 ORDER  
 164. 5/10/23 REVIEWED PER TOWNSHIP'S 6/27/36 ORDER  
 165. 6/10/23 REVIEWED PER TOWNSHIP'S 8/27/36 ORDER  
 166. 7/10/23 REVIEWED PER TOWNSHIP'S 10/27/36 ORDER  
 167. 8/10/23 REVIEWED PER TOWNSHIP'S 12/27/36 ORDER  
 168. 9/10/23 REVIEWED PER TOWNSHIP'S 2/27/37 ORDER  
 169. 10/10/23 REVIEWED PER TOWNSHIP'S 4/27/37 ORDER  
 170. 11/10/23 REVIEWED PER TOWNSHIP'S 6/27/37 ORDER  
 171. 12/10/23 REVIEWED PER TOWNSHIP'S 8/27/37 ORDER  
 172. 1/10/24 REVIEWED PER TOWNSHIP'S 10/27/37 ORDER  
 173. 2/10/24 REVIEWED PER TOWNSHIP'S 12/27/37 ORDER  
 174. 3/10/24 REVIEWED PER TOWNSHIP'S 2/27/38 ORDER  
 175. 4/10/24 REVIEWED PER TOWNSHIP'S 4/27/38 ORDER  
 176. 5/1

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed and effective as set forth herein.

ATTEST:

EAST PROSPECT BOROUGH

Louise E. Bayle (Secretary)

By: [Signature]  
Name: Blaire Barber  
Title: President

EAST PROSPECT BOROUGH  
AUTHORITY:

Nancy K. Bestinger - secretary

By: [Signature]  
Name: Sarah Greenwood  
Title: Chairman

LOWER WINDSOR TOWNSHIP:

[Signature]  
Linda J. Zimmerman, Secretary

By: [Signature]  
Name: MARY CALDWELL  
Title: Chairman

# Exhibit H

**THE YORK WATER COMPANY**  
**UTILITY PLANT**

	As of
	<u>September 30, 2013</u>
Organization	\$ 5,302
Franchises and consents	4,918
Water rights	39,972
Reservoir land	855,803
Power and pumping land	1,119,474
Purification land	26,734
Transmission & distribution land rights-of-way	77,581
Distribution reservoir and standpipe land	620,946
Office land	115,023
Stores, shop and garage land	166,345
Collecting and impounding reservoirs	4,607,809
Lake, river and other intakes	3,676,760
Wells and springs	22,502
Supply mains	177,419
Other water source structures	144,637
Power and pumping structures	8,618,053
Purification buildings	2,196,649
Office buildings	1,197,455
Stores, shop and garage buildings	2,681,836
Miscellaneous structures and improvements	199,859
Power generation equipment	1,128,294
Oil engine pumping equipment	1,810,714
Electric pumping equipment	2,989,777
Scada system	698,223
Purification system	15,663,134
Distribution reservoirs and standpipes	18,790,456
Mains and accessories	155,343,348
Services	35,565,931
Meters	16,807,562
Fire hydrants	6,691,692
Backflow preventors	312,852
Office furniture and equipment	7,731,026
Transportation equipment	1,237,248
Stores equipment	97,515
Shop equipment	62,483
General equipment	592,263
Tractor	34,370
Laboratory equipment	52,548
Construction equipment	128,403
Communication equipment	1,139,964
Miscellaneous equipment	280,438
Wastewater treatment land	95,170
Wastewater treatment structures	88,277
Wastewater power generation equipment	38,578
Wastewater collection sewers	419,407
Wastewater services	155,361
Wastewater pumping equipment	43,221
Wastewater treatment and disposal equipment	185,545
Wastewater monitoring equipment	69,206
Wastewater communication equipment	2,902
Wastewater miscellaneous equipment	5,275
Total Utility Plant in Service	<u>\$ 294,816,260</u>
Construction work in progress	4,528,258
Utility plant acquisition adjustment	<u>(2,912,750)</u>
<b>TOTAL UTILITY PLANT</b>	<u><u>\$ 296,431,768</u></u>

# Exhibit I

**THE YORK WATER COMPANY**  
**BALANCE SHEET**

As of  
September 30,  
2013

ASSETS

UTILITY PLANT:

Utility Plant, at original cost	\$296,431,768
Less-Reserve for depreciation	<u>53,774,894</u>
	242,656,874

OTHER PHYSICAL PROPERTY:

Less-Reserve for depreciation	769,417
-------------------------------	---------

CURRENT ASSETS:

Cash and cash equivalents	6,794,693
Accounts receivables, less reserves	3,873,659
Unbilled revenue	1,997,095
Materials and supplies, at cost	790,198
Prepaid expenses	<u>604,875</u>
	14,060,520

OTHER LONG-TERM ASSETS:

Deferred debt expense	2,213,721
Notes receivable	314,949
Deferred regulatory assets	23,097,194
Other	<u>3,667,910</u>
	29,293,774

\$286,780,585

**THE YORK WATER COMPANY**  
**BALANCE SHEET**

As of  
September 30,  
2013

CAPITALIZATION AND LIABILITIES

CAPITALIZATION:

Common stock, no par value	\$79,602,004
Earnings retained in the business	22,183,084
	<hr/>
	101,785,088

Long-term debt	84,895,741
	<hr/>
	186,680,829

CURRENT LIABILITIES:

Short-term borrowings	0
Current portion of long-term debt	47,597
Accounts payable	1,909,548
Dividends payable	1,546,430
Accrued taxes	619,318
Accrued interest	1,220,363
Other accrued expenses	1,311,628
	<hr/>
	6,654,884

DEFERRED CREDITS:

Customers' advances for construction	13,232,462
Contributions in aid of construction	28,222,733
Deferred employee benefits	14,824,279
Deferred regulatory liabilities	838,076
Deferred income taxes	34,386,293
Other deferred credits	1,941,029
	<hr/>
	93,444,872

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\$286,780,585

# Exhibit J

## POPULATION AND USAGE PROJECTIONS

### East Prospect Borough Sewer Capacity

#### 2013

Current number of customers: 400  
Current Sewer Capacity: 87,000 GPD  
Current Sewer Demand: 40,000 GPD

#### 2018

Estimated number of customers: 500  
Sewer Capacity: 87,000 GPD  
Sewer Demand: 70,000 GPD

#### 2020

Estimated Number of customers: 650\*  
Sewer Capacity: 175,000 GPD\*  
Sewer Demand: 150,000 GPD\*

\*Assumes construction of developments and sewer plant expansion in accordance with  
“Inter-municipal Sewer Agreement” (See Exhibit “E”)

#### 2030

Estimated Number of customers: 700  
Sewer Capacity: 175,000 GPD  
Sewer Demand: 165,000 GPD

#### 2040

Estimated Number of customers: 700  
Sewer Capacity: 175,000 GPD  
Sewer Demand: 165,000 GPD

# Exhibit K



# Exhibit L

**THE YORK WATER COMPANY**  
**STATEMENT OF INCOME**

Twelve Months  
Ended  
September 30,  
2013

WATER OPERATING REVENUES:

Residential	\$26,597,607
Commercial and industrial	12,276,264
Other	3,243,892
	<hr/> 42,117,763

OPERATING EXPENSES:

Operation and maintenance	7,171,525
Administrative and general	7,434,507
	<hr/> 14,606,032

Depreciation	5,615,804
Taxes other than income taxes	1,141,834
Income taxes	5,652,763
	<hr/> 27,016,433

Operating income 15,101,330

INTEREST EXPENSE AND OTHER INCOME:

Interest on debt	5,246,184
Allowance for funds used during construction	(91,366)
Other expenses, net	532,520
	<hr/> 5,687,338

NET INCOME \$ 9,413,992

# Exhibit M

July 31, 2013

Borough Council  
East Prospect Borough  
28 West Maple St.  
East Prospect, PA 17317

Re: Wastewater Application to Serve East Prospect Borough and a Portion of Lower Windsor Township,  
York County

The York Water Company is submitting a request to the Pennsylvania Public Utility Commission (PUC) to establish a wastewater charter area to serve customers in East Prospect Borough and a portion of Lower Windsor Township and to provide wastewater collection, pumping and treatment to the residents of East Prospect Borough and a portion of Lower Windsor Township.

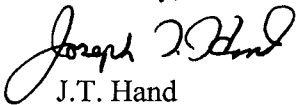
As part of York Water's request to the PUC, we have been asked to receive input from East Prospect Borough to determine if York Water's proposed wastewater charter territory (attached) complies with the Borough's land use planning.

Specifically, the PUC requests that the Borough reviews the following questions:

1. Are there adopted municipal comprehensive plans for the borough involved? yes
2. Is there an adopted county comprehensive plan? yes
3. Is there an adopted multi-municipal or multi-county comprehensive plan? yes
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? yes
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? yes
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at (717)718-7554 or email: [jth@yorkwater.com](mailto:jth@yorkwater.com).

Sincerely,



J.T. Hand  
Chief Operating Officer

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We concur that York Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

East Prospect Borough Signature Mindy K. Barshinger

Printed Name/Title Mindy K. Barshinger Date 8/1/13  
Borough Authority Secretary

# Exhibit N



# The York Water Company

"That good York water"  
SINCE 1816

July 3, 2013

Township Manager  
Lower Windsor Township  
2425 Craley Road  
Wrightsville, PA 17368

Re: Wastewater Application to Serve East Prospect Borough and a Portion of Lower Windsor Township, York County

The York Water Company is submitting a request to the Pennsylvania Public Utility Commission (PUC) to establish a wastewater charter area to serve customers in East Prospect Borough and a portion of Lower Windsor Township and to provide wastewater collection, pumping and treatment to the residents of East Prospect Borough and a portion of Lower Windsor Township.

As part of York Water's request to the PUC, we have been asked to receive input from the Township to determine if York Water's proposed wastewater charter territory (attached) complies with the Township's land use planning.

Specifically, the PUC requests that the Township reviews the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? yes for LWT
2. Is there an adopted county comprehensive plan? yes
3. Is there an adopted multi-municipal or multi-county comprehensive plan? no
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? yes for LWT
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? no \*
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at (717)718-7554 or email: [jth@yorkwater.com](mailto:jth@yorkwater.com).

Sincerely,

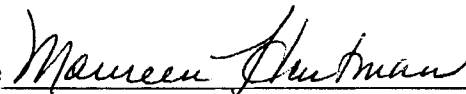
  
J.T. Hand

Chief Operating Officer

*\*Lauxmont Meadows project is located in Class II soils. Intermunicipal agreement provides for sewage to go to East Prospect Auth.*

We concur that York Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Lower Windsor Township Signature



Printed Name/Title

Maureen Hartman, Twp Mgr.

Date

7-15-13

# Exhibit O



"That good York water"  
SINCE 1816

## The York Water Company

July 10, 2013

Dear East Prospect Municipal Authority Wastewater Customer:

The York Water Company recently entered into an agreement to purchase the East Prospect Municipal Authority Wastewater Collection and Treatment System. York Water acquired the East Prospect Water System in 1994 and residents of East Prospect Borough and a portion of Lower Windsor Township have been York Water customers since December of 1995.

York Water will soon apply to the Pennsylvania Public Utility Commission for a Certificate of Public Convenience in order to serve the wastewater needs of East Prospect Borough and a portion of Lower Windsor Township. Once approved, our goal is to provide a smooth transition to all of our East Prospect and Lower Windsor customers. We're working with the Pennsylvania Department of Environmental Protection to secure the necessary permits and will begin surveying the East Prospect Wastewater Collection System, locating and marking manholes and inventorying sewer assets.

As a current East Prospect Municipal Authority Sewer customer, there is nothing you will need to do in order to initiate wastewater service nor will you incur any additional costs. Once approved by the Pennsylvania Public Utility Commission and upon receipt of the necessary permits from the Pennsylvania Department of Environmental Protection, you will receive a follow-up letter informing you of the transition date. Until that time, you are still customers of East Prospect Municipal Authority and you should contact their office for any sewer related questions.

Once you are a wastewater customer of York Water and subject to approval by the PA PUC, you will be billed monthly at a rate of \$50.00 plus \$2.00 per 1000 gallons of water consumed above 4000 gallons. This is approximately the same rate that is currently in effect, though you will be billed monthly versus the current quarterly billing cycle. York Water intends to combine your water and wastewater fees on a single, monthly bill. If you are currently enrolled in York Water's Timely Automatic Payment "TAP" plan that allows us to automatically deduct the amount of your water bill directly from your bank account, TAP will similarly apply to your wastewater account.

The York Water Company has been locally owned and operated since 1816. We now provide water/wastewater service to 46 municipalities in York and Adams Counties and we look forward to providing the same superior service to our new wastewater customers in East Prospect and Lower Windsor Township. Please read the back of this letter for Commonly Asked Questions. If you have any questions about this information or need additional information about the transition of wastewater service through The York Water Company, please don't hesitate to contact me at [jth@yorkwater.com](mailto:jth@yorkwater.com) or one of the Company's helpful customer service representatives at (717) 845-3601.

Sincerely,

  
J.T. Hand  
Chief Operating Officer

# The York Water Company

## East Prospect Wastewater Project

July 10, 2013

**Dear East Prospect Municipal Authority Wastewater Customer:**

The York Water Company has entered into an agreement to purchase the East Prospect Municipal Authority's wastewater collection and treatment system; the sewer system. The following are commonly asked questions:

**1. Why did East Prospect Municipal Authority sell the sewer system?** One of the reasons that the sewer system is being sold is because environmental regulations are making it more difficult for small wastewater systems to operate. The East Prospect Municipal Authority reviewed the options and determined that selling the system to The York Water Company is the best alternative for the long term needs of their East Prospect and Lower Windsor Township wastewater customers.

**2. When do I become a sewer customer of The York Water Company?** Probably not for another 4-5 months or so. We will send out a "Welcome Packet" when that date gets closer.

**3. Who must stay connected to the sewer system?** All current customers of the East Prospect Municipal Authority sewer system will automatically become wastewater customers of The York Water Company.

**4. What must I do to become a sewer customer of The York Water Company?** Nothing. If you are a sewer customer of the East Prospect Municipal Authority your service will automatically transfer to The York Water Company.

**5. I see York Water employees around the area, what are they doing?** We will have workers and contractors marking the location of facilities, manholes, sanitary cleanouts and laterals and inventorying equipment.

**6. Are there any transfer fees?** No.

**7. How much will my sewer service cost?** East Prospect Municipal Authority currently bills you quarterly at a rate of \$145 plus \$2.00 per 1000 gallons of water consumed above 10,000 gallons based upon quarterly water consumption. Subject to Pennsylvania Public Utility Commission (PUC) approval, York Water expects to bill monthly for wastewater service at a rate of \$50.00 per month plus \$2.00 per 1000 gallons of water in excess of 4000 gallons of water consumed based upon monthly water consumption. If you use 3,000 gallons of water per month, your sewer bill will be \$50 per month. If you use 6000 gallons of water per month, your sewer bill will be \$54 per month. Any future rate increases can only occur with the approval of the Pennsylvania PUC.

**8. Who do I call for information?**

You will still be an East Prospect Municipal Authority sewer customer for the next 4-5 months, so if you have any questions regarding your existing sewer service, you should contact them. If you want to talk about this transition with a York Water representative, you can contact our Customer Service Department at 717-845-3601 or toll free at 1-800-750-5561 or email us at [customer.service@yorkwater.com](mailto:customer.service@yorkwater.com).