



The York Water Company

December 16, 2013

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: The York Water Company-West Manheim Township Municipal Agreement

Dear Secretary Chiavetta:

The York Water Company intends to enter into an agreement with West Manheim Township to provide sewer billing and revenue services and to amend its current shut off agreement to terminate water service for non-payment of sewer bills. Because these agreements are between a public utility and a municipality, they must be certified as filed by the Pennsylvania Public Utility Commission before they can become effective.

Enclosed are executed copies of both agreements between The York Water Company and West Manheim Township. I request that the Commission certify the filings of these proposed agreements and notify me of that approval.

If you need any additional information, please contact me at your convenience.

Sincerely,

Vernon L. Bracey
Vice President-Customer Service

Enclosures

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ADDENDUM TO SHUT-OFF AGREEMENT

- 1. This Addendum modifies and supplements the attached Shut-Off Agreement (the "Shut-Off Agreement").
- 2. The parties to the Shut-Off Agreement as modified and supplemented by this Addendum are: West Manheim Township (the "Township") and The York Water Company (the "Water Company").
- 3. The parties agree that wherever there is any conflict between this Addendum and the Shut-Off Agreement, the provisions of this Addendum will control and the Shut-Off Agreement will be construed accordingly.
- 4. Notwithstanding any terms in the Shut-Off Agreement to the contrary, the Township and the Water Company agree as follows:

a. Upon written request by the Township specifying a premises in the Township's service area with regard to which the rentals, rates and charges for sewer, sewage or sewage treatment service shall not have been paid for a period of at least thirty days' from the date thereof, the Water Company shall proceed to post for and shut-off the supply of water to such premises until it is advised in writing by the Township that all such overdue rentals, rates and charges, together with any interest thereon, have been paid or the Township directs otherwise.

b. The following fees apply to notice requirements relating to the shut-off of the supply of water as set forth in the Act of November 26, 1978, PL. 1255, No. 299, 68 P.S. Sections 399.1 et seq., for any premises other than a residential building for which the landlord is the party responsible for the payment of sewer service:

Provide ten (10) days written notice of the Township's intention to request the Water Company shut-off the supply of water.	\$15.00
Post at the main entrance to the premises a three (3) days written notice of the Township's intention to request the Water Company shut-off the supply of water.	\$15.00
Post at the main entrance to the premises a forty-eight (48) hours written notice of the Township's intention to request the Water Company shut-off the supply of water.	\$15.00

c. The following fees apply to notice requirements relating to the shut-off of the supply of water as set forth in the Act of November 26, 1978, PL. 1255, No. 299, 68 P.S. Sections 399.1 et seq., for any residential building for which the landlord is responsible for the payment of sewer service:

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Provide thirty seven (37) days written notice of the Township's intention to request the Water Company shut-off the supply of water via certified and first class mail. \$25.00

Post at the main entrance to the premises a thirty (30) days written notice of the Township's intention to request the Water Company shut-off the supply of water. \$15.00

Should tenant names be obtained during the posting of the thirty (30) days written notice, provide thirty (30) days written notice to tenants via first class mail of the Township's intention to request the Water Company shut-off the supply of water. \$15.00

Post at the main entrance to the premises a three (3) days written notice of the Township's intention to request the Water Company shut-off the supply of water. \$15.00

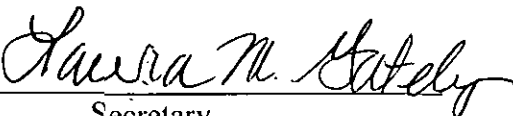
Should tenant names be obtained during the posting of the thirty (30) days written notice, provide a three (3) days written notice to tenants via first class mail of the Township's intention to request the Water Company shut-off the supply of water. \$15.00

5. The Water Company shall have the right to increase the above-referenced fees from time to time, in the event that the cost to the Water Company for performing the service hereunder increases, upon sixty (60) days' written notice to the Township.

6. The Water Company will invoice the Township and the Township will pay the mutually agreed upon fees within thirty (30) days of receipt of the notice. Fees associated with the Shut-Off Agreement shall be paid in accordance with paragraph 2 of the Shut-Off Agreement.

ATTEST:

WEST MANHEIM TOWNSHIP

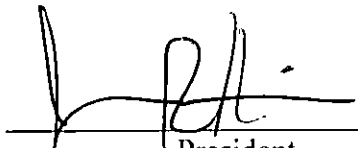

Secretary

BY: 
Chairman

ATTEST:

THE YORK WATER COMPANY


Asst. Secretary

BY: 
President

BILLING AND REVENUE SERVICE AGREEMENT

This Service Agreement (“Agreement”), made this 6th day December, 2013, by and between West Manheim Township, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania having an office for the transaction of business at 2412 Baltimore Pike, Hanover, Pennsylvania 17331 (hereinafter referred to as the “Township”) and The York Water Company, a Pennsylvania Corporation with its principal offices at 130 East Market Street, York, Pennsylvania 17405, (hereinafter called “York Water”).

WITNESSETH THAT, in consideration of the mutual promises and payments hereinafter set forth herein, the parties agree that:

1. DEFINITIONS. In this Agreement, the following terms shall have the following meanings:

“York Water Customer Account” (or “Customer Account”) means each billing account for water service rendered to owners or occupants of real estate within the Township receiving water utility service from York Water.

“Mutual Account” means each billing account that is either:

- a. a Wastewater Customer Account that is billed on the basis of metered water consumption or estimate thereof and a York Water Customer Account with the same customer of record; or
- b. a Wastewater Customer Account and a York Water Customer Account with the same customer of record.

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“Non-Metered Wastewater Customer Account” means each billing account for sanitary wastewater service rendered by the Township but not served by a metered water supply, or for which billings are not based solely on the amount of water delivered to the premises by York Water, in accordance with schedules established by the Township.

“Wastewater Customer Account” means each billing account for sanitary wastewater service rendered by the Township to persons owning or occupying real estate that is connected with and uses the Township’s facilities for collecting, pumping, treating and disposing of wastewater.

2. TERM. Unless otherwise terminated pursuant to this Paragraph or Paragraphs 4.A.(3), 5.A, or 8 of this Agreement, this Agreement shall continue in full force and effect for a term of three (3) years from the date entered into above (the “Term”) and shall be automatically renewed for successive three (3) year terms. Each party has the right to terminate this Agreement at the end of the initial term or at the end of any renewal term, by giving the other party written notice of termination at least ninety (90) days prior to the expiration of the initial term or any subsequent renewal term.

3. SERVICES TO BE PERFORMED BY THE WATER COMPANY. York Water will perform the following services, hereinafter referred to, respectively, as “Billing Services” and “Revenue Collection Services” or collectively, the “Services” for bills rendered on or after February 1, 2014.

A. Billing Services.

(1) Customers of Record. At the commencement of the Term of this Agreement, York Water will provide the Township with a list of each Customer Account for water service located in the area served by the Township. This list will include each customer's name, billing address, service address, and customer account number. For each account on said list, if the Township designates that it provides sanitary wastewater service to the service address shown, the account will henceforth be a Mutual Account under this Agreement, in the name of the customer of record for water utility service at said address, as shown on York Water's books and records. Notwithstanding anything else in this Paragraph, the Township reserves the right to direct billing of sewer bills to a person and address as provided by the Township.

(2) Mutual and Non-Metered Wastewater Customer Accounts – Preparation. York Water will prepare bills for Mutual Accounts and Non-Metered Wastewater Customer Accounts quarterly in accordance with the water service billing periods and billing sequence established by York Water and in accordance with rates and schedules provided by the Township. Mutual Account bills will be based on a flat fee as provided to York Water by the Township or based upon metered water consumption based on a consumption fee as provided to York Water by the Township. Non-Metered Wastewater Customer Accounts will be based on a flat fee as provided to York Water by the Township.

(3) Mailing. York Water will mail bills, postage prepaid, to all Mutual Accounts, based on billing addresses as provided by York Water. York Water will mail bills, postage prepaid, for Non-Metered Wastewater Customer Accounts to billing addresses provided by the Township.

(4) Adjustments. Adjustments to billing for reconciliation of estimated bills, over-or under-registration of water meters, for underground leaks, for faulty or inoperative meters, or an obviously incorrect meter reading or other recognized and proper adjustments which are granted to water customers by York Water, shall be accepted by the Township and such adjustments for water use shall be recognized in determining the billing for wastewater service charges. Adjustments to billing which are granted to wastewater service customers by the Township shall be accepted by York Water.

(5) Billing Inquiries. If a customer has a question about a sanitary sewer bill, the customer should call York Water at (717)845-3601 or toll free at (800)750-5561 to speak with a Customer Service Representative. York Water's hours are generally Monday – Friday, 8:30 am – 5:00 pm, except on holidays. Customers may also submit billing inquiries by visiting York Water's web page at www.yorkwater.com and clicking on the Contact Us button or visiting York Water at 130 East Market St., York, PA. If the Township has a question about services defined in this Agreement, the Township should contact York Water's Chief Operating Officer at (717)718-7554.

(6) Credit Balances on Final Accounts. York Water will report to the Township any credit balances on those Mutual Accounts and Non-Metered Wastewater Customer Accounts of customers who no longer receive water services from York Water and wastewater services from the Township.

B. Revenue Collection Services.

(1) Receipt of Funds. In addition to receiving payments for Mutual Accounts and Non-Metered Wastewater Customer Accounts by mail, York Water, or a duly authorized agent, shall receive such payments at other locations and through such other means where York Water's bills are payable.

(2) Mutual Accounts – Partial Payment and Overpayments.

(a) Unless the customer designates otherwise in writing, payments received by York Water on Mutual Accounts shall be applied first to the York Water Customer Account and then to the Wastewater Customer Account beginning with the oldest respective amounts due. Amounts applied to the Wastewater Customer Account will first be applied to sewer services then to other miscellaneous fees, if applicable. A payment agreement between the customer and York Water will take precedent over this paragraph.

(b) Unless the customer designates otherwise in writing, if York Water receives an overpayment, it shall first be applied to any outstanding balance(s) on the York Water Customer Account and the Wastewater Customer Account. Any remaining amount will then be credited to the York Water Customer Account.

(3) Transfer of Funds. York Water shall remit all funds received in payment of Wastewater Customer Accounts and Non-Metered Wastewater Customer Accounts

to the Township within ten (10) days following the end of the calendar month in which monies were received by York Water.

(4) Payment by Check, Draft or Money Order. To the extent that any monies collected by York Water, on behalf of Wastewater Customer Accounts and Non-Metered Wastewater Customer Accounts, are in the form of checks, drafts, or money orders, they will be accepted by York Water subject to final collection, thereof; and in the event of a failure to collect thereon, and upon notice to the Township, York Water is authorized to reduce subsequent deposits made on behalf of the Township to the extent that such uncollectible amounts have been previously included in deposits made on behalf of the Township. The Township authorizes York Water to deposit any checks, drafts, or money orders payable to the Township in a York Water account for transfer pursuant to Paragraph 3(B)(3) and will execute all depository institution documentation which may be reasonably necessary to accomplish the same.

C. Exclusion of Debt Collection Services.

(1) General. It is expressly understood and agreed by the Township and York Water that York Water is not in any way agreeing to or offering to provide debt collection services to the Township for the collection of defaulted Wastewater Customer Accounts and Non-Metered Wastewater Customer Accounts. York Water assumes no responsibility or liability for the collection of Wastewater Customer Accounts and Non-Metered Wastewater Customer Accounts which are not collected in the exercise of the ordinary billing and revenue collection process under this Agreement. The Township is responsible for providing Wastewater Customer Account and Non-Metered Wastewater Customer Account

arrears accumulated prior to the effective date of this agreement to York Water within ten (10) days of the effective date of this agreement such that arrears may be reflected or included in the billings made under this Agreement.

(2) Write-off of Uncollectible Accounts. York Water will provide the Township with a monthly list of those customers with Wastewater Customer Accounts and/or Non-Metered Wastewater Customer Accounts with debit balances and the amounts owed by each customer. After a Wastewater Customer Account and/or Non-Metered Wastewater Customer Account of any customer who no longer receives wastewater services from the Township is overdue by more than ninety (90) days, York Water will send notice for each such Wastewater Customer Account and/or Non-Metered Wastewater Customer Account to the Township stating the final amount owed, the billing address as set forth in Paragraph 3(A)(3) of this Agreement, and that the account is more than ninety (90) days overdue. Other than providing this information, York Water will have no further obligations under this Agreement with respect to such Wastewater Customer Account and/or Non-Metered Wastewater Customer Account.

D. General Operation.

(1) Regular Reports. York Water shall furnish the Township with quarterly reports detailing the customers billed, the amount billed and the usage billed, on a quarterly basis. York Water shall also furnish monthly reports detailing cash receipts, adjusting journal entries, and unpaid balances by account (collectively the "Regular Reports").

(2) Correction of Billing Errors. If York Water determines that a Wastewater Customer Account or Non-Metered Wastewater Customer Account billing was in

error, York Water will issue an adjustment or a corrected billing, as appropriate, for the applicable time period or four years, whichever is shorter, except for adjustment of bills for meter errors which is governed by 52 Pa. Code §65.9.

(3) Addition or Deletion of Accounts. It will be York Water's responsibility, as soon as practicable after the creation of a new York Water Customer Account, to notify the Township of such new account. The Township will then be responsible for determining if the York Water Customer Account is a Mutual Account to be included under this Agreement and informing York Water of that fact. Upon receiving such information from the Township, York Water will begin providing Billing Services and Revenue Collection Services for Mutual Accounts.

Upon receiving notification from the Township of the existence of any real estate which is connected to and using the Township's facilities for collecting, pumping, treating and disposing of wastewater, but for which there is no Wastewater Customer Account or Non-Metered Wastewater Customer Account, York Water will begin providing Billing and Revenue Collection Services for such accounts, pursuant to this Agreement. Notification will be made via email to customer.service@yorkwater.com.

York Water will notify the Township as soon as practicable upon receiving such information that any service address for which York Water is providing Billing Services for a Wastewater Customer Account or Non-Metered Wastewater Customer Account is not connected to and using the Township's facilities for collecting, pumping, treating and disposing of wastewater. The Township will investigate and notify York Water of any changes

necessary to be made in connection with such Wastewater Customer Accounts and Non-Metered Wastewater Customer Accounts.

E. Additional Services Requested. If the Township requests reports in addition to the Regular Reports identified under Paragraph 3(D)(1), or services in addition to the Billing and Revenue Collection Services described herein, or material changes in said Services, York Water will use its best efforts to comply with such requests within a mutually agreed upon time frame, upon agreement by the parties with respect to York Water's fee for such additional services, as set forth in Paragraph 4(B) of this Agreement ("Fees for Additional Services Requested").

4. PAYMENTS TO THE WATER COMPANY.

A. Per Customer Fee.

(1) Amount and Services Included. For Services rendered pursuant to this Agreement, other than additional services requested (as defined in Paragraph 3(E)), the Township will pay to York Water a quarterly fee ("Per Customer Fee") of \$2.00 for each Mutual Account that was active (i.e., the account was sent a regular, final, or disconnect bill) during the quarter being billed. For each Mutual Account that was active (i.e., the account was sent a regular, final, or disconnect bill) during the quarter being billed that is billed on the basis of metered water consumption or estimate thereof the Township will pay York Water a quarterly Per Customer Fee of \$2.00. For Non-Metered Wastewater Customer Accounts, the Township will pay York Water a quarterly Per Customer Fee of \$2.00. On or before the twentieth day of the month following the close of the billing quarter, York Water will invoice the Township for all Per Customer Fees earned in the preceding calendar month. With such invoice York Water will

provide an accounting for all Wastewater Customer Account and Non-Metered Wastewater Customer Account charges billed and collected in the preceding calendar quarter. Said invoice will be due and payable in thirty (30) days.

(2) Adjustments to the Per Customer Fee. York Water and the Township may mutually review the Per Customer Fee at regular intervals during the Term of the Agreement.

(3) Adjustments to York Water Billing Procedure. York Water reserves the right to change its billing procedures, including the billing frequency, as approved by the Pennsylvania Public Utility Commission (“the PUC”). In the event such changes are material in the Township’s reasonable opinion, the Township may terminate this Agreement upon thirty (30) days of written notice. York Water shall provide the Township with notice of any such change upon York Water’s receipt of approval of such change by the PUC.

B. Fees for Additional Services Requested. Prior to incurring any costs in connection with additional services requested by the Township, York Water will provide the Township a written statement of the charge thereof. If the Township approves such charge and York Water renders the additional services requested, York Water will invoice the Township and the Township will pay the mutually agreed upon fees for such additional services within thirty (30) days of receipt of the notice.

5. GENERAL OBLIGATION OF YORK WATER.

A. Notice of Inability to Perform Services. York Water will, as soon as practicable, notify the Township of the occurrence and expected duration of any curtailment or stoppage of operations which may affect York Water’s ability to perform the services under this

Agreement. York Water will not be responsible for delays in performance of services or damages if such delays or damages are solely caused by an act or omission of the Township, its agents or anyone employed by the Township or by any other circumstances beyond the reasonable control of York Water, its affiliated companies, or their officers, directors, agents or employees. During a period of York Water's non-performance of billing, collecting and remitting services for thirty (30) days or more, the Township shall not be required to pay fees due and owing for that period; however, said fees are payable within thirty (30) days of York Water resuming performance. In the event of York Water's inability to perform under this Agreement for a period of ninety (90) days or more, the Township may terminate this Agreement immediately upon written notice to York Water.

B. Recovery. To the extent York Water's inability to perform is the fault of others and if York Water pursues a claim from said party and recovers any sum representing the Township's losses, York Water will reimburse the Township pro rata from any recovery.

6. GENERAL OBLIGATIONS OF THE TOWNSHIP.

A. Wastewater Rates.

(1) Township's Warranty of Wastewater Rates. The Township will provide its schedule of rates to York Water for York Water's use in performing Wastewater Billing Service. York Water will apply any late payment penalties included in that schedule of rates, or any other fees or penalties not based on consumptive use. The Township warrants that all rates will be properly and legally in effect.

(2) Change in Rates Procedure. If, during the course of this Agreement, the Township determines that a change in any rate or procedure is necessary, the

Township will be responsible for legally establishing any new rate or procedure. The Township will give York Water sixty (60) days' written notice of the effective date of any change in the Township's rate or procedure for Wastewater Customer Accounts and Non-Metered Wastewater Customer Accounts. *The Township agrees to pay York Water's expenses to accommodate such changes only to the extent such changes exceed eight (8) hours of programming time. Changes which require more than eight (8) hours of programming time will require written authorization from the Township. York Water shall bill the Township for said expenses based on the actual hourly rate and time expended when the programming is done in-house. If York Water uses outside vendors to do the programming, York Water shall bill the Township at the face amount of the invoice amount for the services rendered, and York Water will not mark up the bill.*

B. Township Contract Oversight Person. The Township will designate a contract oversight person, who will be responsible for coordinating with York Water, on behalf of the Township all activities and procedures under this Agreement.

7. MUTUAL CORRECTION OF ERRORS. Any report, bill, data or service provided to or by the Township or York Water under this Agreement which is found by the Township or York Water *to be in error due to a reason attributable to the other party or affiliate thereof, will be corrected by York Water or the Township as the case may be, without charge to the non-erring party, and, the costs of correcting the error shall be borne by the party causing the error. Upon discovery of such error, each party will promptly notify the other of its existence.*

8. TERMINATION. In the event of any material default by either party under this Agreement, if the defaulting party fails to cure such default to the reasonable satisfaction of the

non-defaulting party within forty-five (45) days of the defaulting party's receipt of written notification of such default, the non-defaulting party shall have the right to terminate this Agreement immediately upon written notice.

9. GENERAL PROVISIONS. The following provisions will apply to the parties' performance under this Agreement:

A. Limitation of Liability. Notwithstanding any provision contained in this Agreement to the contrary, the aggregate liability of either party for all claims, costs, loss, damages or other potential or actual expenses which is in any way related, directly or indirectly, to the execution, performance or subject matter of this agreement, except for intentional wrongful acts and negligence of either party, its agents and employees, shall not exceed the amount of the fees paid by the Township to York Water prior to such claim, regardless of the form of action employed, whether in contract, warranty, tort (including negligence) or otherwise.

B. Indemnification. It is expressly understood that the Township shall and hereby does agree to indemnify, defend, and hold harmless York Water, its officers, directors and employees from and against any and all losses, damages, claims, liabilities and expenses (including reasonable attorney fees) to the extent suffered or incurred by York Water as a result of or arising out of, or in any way related to the action or inaction of the Township, hereunder, except when arising out of the intentional wrongful acts or negligence of York Water, its agents or employees; and as limited by the provisions set forth in Paragraph 9(A).

It is further expressly understood that York Water shall and hereby does agree to indemnify, defend, and hold harmless the Township, its officers, directors and employees from

and against any and all losses, damages, claims, liabilities and expenses (including reasonable attorney fees) to the extent suffered or incurred by the Township as a result of or arising out of, or in any way related to the action or inaction of York Water, except when arising out of the intentional wrongful acts or negligence of the Township, its agents or employees; and as limited by the provisions set forth in Paragraph 9(A).

C. Notification and Notices. Each party will promptly notify the other party of actions, past or anticipated which may materially affect the performance of its duties under this contract. Each party also will promptly send the other party a copy of all notices and processes received by it concerning any pending, impending or threatened claim, action or other matter which does or may affect the other party's performance of its duties. All notices provided for in this Agreement will be delivered in person, or by facsimile or electronic communication, or by First Class mail, postage prepaid, to the following addresses, or such other address as either party will designate in writing to the other party:

To York Water

C/o Chief Operating Officer
The York Water Company
130 E. Market St.
York, PA 17401

To Township

C/o Manager
West Manheim Township
2412 Baltimore Pike
Hanover, PA 17331

D. Applicable Law. This Agreement has been entered into and shall be governed by and construed and interpreted in accordance with Pennsylvania law.

E. Successors and Assigns. This Agreement shall not be assigned by the Township without the prior written consent of York Water. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. Independent Contractor. York Water will be an independent contractor and not an employee of the Township for all purposes of this Agreement. York Water shall be solely responsible for the payment of all employee benefits and the payment of wages and all payroll taxes for all York Water employees.

G. Merger. The Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and may be modified or amended only by a statement in writing signed by both parties hereto.

H. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, the parties shall not be liable for any failure or delay on their part to perform, and shall be excused from performing any of their obligations hereunder if such failure, delay or non-performance results in whole or in part from any cause beyond the reasonable control of such party, including but not limited to, any act of God, act of war, riot, fire, explosion, accident, flooding, embargo, sabotage, inability to obtain energy, materials, labor or facilities; governmental law, ordinance, rule, regulation, order of action; injunction or restraining order; labor trouble, strike, lockout or injunction or any other force majeure; this paragraph being subject to the provisions of Paragraph 5(A).

I. Condition Precedent. The obligations of the parties under this Agreement shall be subject to approval by the Pennsylvania Public Utility Commission.

J. Waiver. The failure of any party hereto at any time to enforce any of the provisions of this Agreement shall in no way constitute or be construed as a waiver of such provisions or of any other provisions hereof, nor in any way affect the validity of, or the right thereafter, to enforce each and every provision of this Agreement.

K. Severability. The invalidity or unenforceability of any particular provision of this Agreement, as determined by a court of competent jurisdiction, shall not affect the other provisions hereof, and upon such determination, this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

10. INSURANCE. York Water shall carry at all times during the Term of this Agreement insurance in an amount and of the types customary for the industry of which York Water is a party. Notwithstanding the foregoing, and not in limitation thereof, York Water shall, at a minimum, carry:

A. Worker's compensation insurance in compliance with all applicable statutory requirements, including employer's liability in the minimum amount of \$500,000.

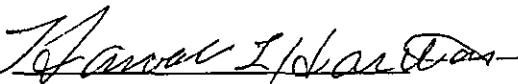
B. All-risk property insurance on York Water's personal property.


It is understood that the aforementioned policies shall be primary to any other coverage available to the Township. York Water shall have included in all policies of insurance required hereunder a waiver by the insurer of all right of subrogation against the Township in connection with any loss or damage thereby insured against. York Water shall provide certificates of all coverage to the Township prior to the commencement of any services hereunder and at least ten (10) days prior to each policy renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper officers and their respective seals to be hereto affixed the day and year first above written.

Township:

York Water:

By: 

By: 

Name: Harold Hartlaub

Name: JEFFREY R. HINKS

Title: Chairman

Title: PRESIDENT + CEO

Date: 12-11-13

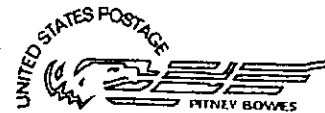
Date: 12/13/13



The York Water Company

130 EAST MARKET STREET, BOX 15089
YORK, PENNSYLVANIA 17405-7089

**PRESORTED
FIRST CLASS**



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DEC 17 2013

**Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, PA 17105-3265**