



The York Water Company

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SECRETARY'S BUREAU

September 10, 2014

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

RE: The York Water Company – Shrewsbury Borough, Shrewsbury Borough
Municipal Authority agreement.

Dear Secretary Chiavetta:

The York Water Company intends to enter into an agreement with Shrewsbury Borough and Shrewsbury Borough Municipal Authority to provide water usage data for billing of sewer charges. Because the agreement is between a public utility and a municipality, it must be certified as filed by the Pennsylvania Public Utility Commission before it can become effective.

Enclosed are one original and one copy of the executed agreement between York Water and Shrewsbury Borough and Shrewsbury Borough Municipal Authority. I request that the Commission certify the filing of the proposed agreement and notify me of that approval.

If you need additional information please contact me at 717-718-2943 or vernonb@yorkwater.com.

Sincerely,

Vernon L. Bracey
Vice President-Customer Service

AGREEMENT FOR PROVISION OF METER READINGS

THIS AGREEMENT is dated and effective this 29th day of August, 2014, among SHREWSBURY BOROUGH, SHREWSBURY BOROUGH MUNICIPAL AUTHORITY, and THE YORK WATER COMPANY.

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Background

Shrewsbury Borough (the "Borough") operates a water system and a sewer system in the Borough and portion of Shrewsbury Township. The Shrewsbury Borough Municipal Authority (the "Authority") operates a sewer system that services properties outside of the Borough. Forest Lakes Water Association (the "Association") owned and operated a private water system servicing members of its Association, residing in Shrewsbury Township. The York Water Company ("York Water") holds a certificate of public convenience from the Pennsylvania Public Utility Commission (PUC) to provide water service in Shrewsbury Township, including the entirety of the Association. Through an agreement of sale, York Water has acquired the water treatment and distribution assets from the Association and agreed to provide water service to the Association. In accordance with its PUC approved tariff, York Water meters all of its water customers to determine and bill monthly for consumption. Meters remain property of York Water.

The Borough assists the Authority with operational and administrative functions, including but not limited to, billing for sewer charges under an agreement between them. York Water is willing to share its monthly water usage data for its water customers residing in Shrewsbury Township and served with sewer service by the Authority. Such water usage data will be used by the Authority and Borough to calculate sewer billings for Authority customers residing in Shrewsbury Township but served by York Water.

The Borough, Authority and York Water desire to establish procedures regarding equipment and the sharing of information regarding meter readings.

Intending to cooperate fully and to be legally bound, the Parties hereby agree as follows:

1. The initial term of this Agreement shall be five (5) years, beginning on the effective date above (the "Initial Term"). Thereafter, the Agreement shall renew for additional five (5) terms (each a "Renewal Term), unless either party notifies the other party of its intent to terminate this agreement no less than six (6) months prior to the end of the Initial or any Renewal Term.
2. York Water shall provide monthly meter readings in an electronic form, in the format requested by the Borough or Authority (the "Data"). The Data shall be compatible with the current billing software utilized by the Authority and Borough. York Water will provide the Data monthly and in accordance with York Water's current billing schedule. York Water will provide the data to the Borough or Authority electronically within fourteen (14) calendar days of water billing. York Water represents that all Data shall be accurate, to the best of its knowledge, information, and belief. A sample Data set in the form requested by the Borough is at Exhibit "A".

3. York Water shall comply with PUC regulations regarding the collection of actual meter readings for the Data. The parties acknowledge that meters can fail. York Water shall comply with PUC regulations regarding repair or replacement of its water meters. In the event York Water is unable to obtain an actual read, York Water may estimate the read and that estimated read would be provided in the Data (with a designation as an estimated read).
4. Upon request by the Borough or Authority, York Water shall make the current meter readings available when service is changed at a Property because it is sold or transferred to a new owner.
5. York Water shall comply with American Water Works Association ("AWWA") and PUC standards and regulations regarding the exchange or replacement of residential water meters. Based upon current regulations, residential water meters are to be replaced every 20 years. York Water replaces their residential water meters between years 19 and 20 to ensure timely compliance.
6. The parties agree to take such other reasonable actions as might be necessary to achieve the purpose of this Agreement, which is to allow customers of York Water and the Authority to utilize one meter, York Water's water meter, for multiple purposes and to provide to the Authority timely, accurate, water usage Data that it and the Borough can efficiently utilize for billing sewer charges.
7. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns. In the event that York Water should be sold or merged, York Water shall cause this Agreement to be assigned and assumed, in writing, by York Water's successor in interest.
8. Any issues arising under this Agreement shall be presented to and discussed among the parties. 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 shall supersede this Agreement. If any issue cannot be resolved by discussion among the parties, and the regulatory agencies do not have or exercise jurisdiction, then any two of the parties may insist upon mediation to occur promptly. If the issue remains following the mediation, then the issue shall be brought before the Court of Common Pleas of York County, Pennsylvania. The parties shall have available to them all remedies available at law or in equity, including injunctive relief. The prevailing party may recover reasonable attorney's fees and court costs. Pennsylvania law shall govern. This Agreement may be executed in counterparts and through electronic means. This Agreement shall not be amended, except in writing, approved and signed by all parties.

SIGNATURE PAGE FOLLOWS

Attest:

Craig Frost
Secretary

SHREWSBURY BOROUGH

By: M. O'Connell
President

Attest:

Nick J. Baker
Secretary

SHREWSBURY BOROUGH
MUNICIPAL AUTHORITY

By: Michael J. Smith
Chair

Attest:

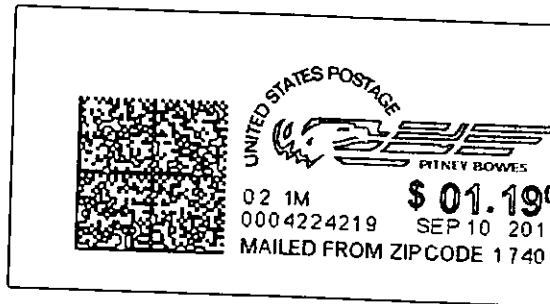
B. C. Smith

THE YORK WATER COMPANY

By: Joseph J. Smith
CHIEF OPERATING OFFICER

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