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September 19, 2016

VIA E-FILING

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

Re: Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania, A-2016 _____

Dear Secretary Chiavetta:

Enclosed for electronic filing, please find enclosed the above-referend application for certificate of public convenience, together with the payment in the amount of \$350.00 to cover the Commission's filing fee.

Should you have any questions concerning this filing, please contact me. Thank you for your attention.

Respectfully yours,

Melanie J. El Atieh

Enclosure

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Pennsylvania-American Water Company for approval of the right to offer, render, furnish or supply wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania :
: Docket No. A-2016-_____
:
:
:

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. Pennsylvania-American Water Company (“Pennsylvania American” or “Applicant”) hereby submits this application (“Application”) requesting that the Pennsylvania Public Utility Commission (“Commission”) issue such Order(s), Certificate of Public Convenience and other such relief as necessary to evidence its approval under Section 1102(a)(1) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1), of Pennsylvania-American’s right to offer, render, furnish and supply water service in a portion of Fairview Township, York County, Pennsylvania.

2. The name and address of Applicant is:

Pennsylvania-American Water Company
 (“Pennsylvania American”)
 800 West Hersheypark Drive
 Hershey, PA 17033

3. The names and address of the Applicant’s attorneys are:

Melanie J. El Atieh (PA ID # 209323)
 Susan Simms Marsh (PA ID # 44689)
 Pennsylvania-American Water Company
 800 West Hersheypark Drive
 Hershey, PA 17033
 Telephone: (717) 531-3362
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II. DESCRIPTION OF THE APPLICANT

4. Pennsylvania American is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and is a wholly owned subsidiary of the American Water Works Company, Inc. (“AWW”). Pennsylvania-American is engaged in the business of collecting, treating, storing, supplying, distributing and selling water to the public, and collecting, treating, transporting and disposing of wastewater for the public. Water and wastewater service is furnished by Pennsylvania-American to the public in a service territory encompassing more than 400 communities across the Commonwealth with a combined population of approximately 2,300,000. Pennsylvania American furnishes water service in a certificated service territory encompassing portions of 36 counties across the Commonwealth. A description of Pennsylvania American’s existing certificated water and wastewater service territory is found in Exhibit A, along with a detailed corporate history, outlining all of the mergers, acquisitions and consolidations which have created Pennsylvania American as it exists on the date of this Application.

5. As of June 30, 2016, Pennsylvania American provided water service to approximately 653,549 customers in the following classifications:

Residential:	601,147
Commercial:	45,074
Industrial:	520
Municipal, Resale and Other:	2,458
Fire Protection:	4,350
<u>Total Water Customers:</u>	<u>653,549</u>

In addition, Pennsylvania American furnishes wastewater service to approximately 21,302 customers, inclusive of the following classifications:

Residential:	20,144
Commercial:	1,085
Industrial:	7
Municipal:	62
Bulk:	4
<hr/> Total Wastewater Customers:	<hr/> 21,302

III. THE PROPOSED ADDITIONAL SERVICE TERRITORY

6. This Application is filed to extend wastewater service to the public in the proposed service territory in a portion of Fairview Township, York County, Pennsylvania (“Application Territory”). Attached hereto as Exhibit B-1 and Exhibit B-2, respectively, is a map showing the boundaries of the Application Territory and a description of the Application Territory.

7. To the best of Applicant’s knowledge, no corporation, partnership, or individual is now furnishing or has corporate or franchise rights to furnish wastewater service similar to that to be rendered by Pennsylvania American in the Application Territory, and no competitive condition will be created.

8. Pennsylvania American is currently certificated to provide wastewater service to the public in portions of Fairview Township, York County pursuant to the Certificate of Public Convenience and Order issued by the Commission in the Application of Pennsylvania American at Docket No. A-2015-2486532. Should the Commission approve Pennsylvania American’s request in this Application to begin furnishing wastewater service in the Application Territory, it will allow Pennsylvania American to provide public wastewater service to a 17 lot residential development referred to as the Tall Oaks Subdivision which abuts Pennsylvania American’s exiting certificated service territory in Fairview Township. Attached hereto as

Exhibit C is a map showing the location of the Application Territory in relation to Pennsylvania American's certificated service territory within Fairview Township, York County.

9. The facilities to be installed within the Application Territory to provide wastewater service to the public include 960 feet of PVC pipe together with five access manholes. The cost of the wastewater collections main installation will be approximately One Hundred Thousand Dollars (\$100,000) and will be borne by the developer pursuant to a Sewer Main Extension Agreement entered into between Pennsylvania American and the developer in accordance with Pennsylvania American's Commission-approved Tariff Wastewater – PA P.U.C. No. 15, as may be amended from time to time ("Tariff"). A copy of the Sewer Main Extension Agreement is attached as **Exhibit D**.

10. Pennsylvania American is the only wastewater provider in the area practically capable of providing wastewater collection and treatment services to the Application Territory. A letter of request for service by the developer is attached hereto as **Exhibit E**.

11. Letters of support from Fairview Township and York County in support of the request in this Application are attached hereto as **Exhibit F**. Letters addressed to Fairview Township Planning Commission and York County Planning Commission, copies of which are attached hereto as **Exhibit G**, have been sent by Pennsylvania American to verify that the facilities project described above complies with the Township's and County's comprehensive plans.

12. Fairview Township's Act 537 Plan, as approved by the Pennsylvania Department of Environmental Protection ("DEP"), includes the Application Territory. Fairview Township's Act 537 Plan can be access and viewed at <http://twp.fairview.pa.us/Permanent->

Documents. Attached as **Exhibit H** is a letter from DEP indicating DEP's determination that the Tall Oaks Subdivision is exempt from the requirement to revise the Official Plan for new land development.

13. Pennsylvania American has no current plans to install additional facilities other than those described in paragraph 9 above, to offer, furnish, render and supply wastewater service to the public in the Application Territory. However, to the extent the Commission grants this Application and issues a Certificate of Public Convenience evidencing Applicant's right to provide wastewater service to the public within the Application Territory, Pennsylvania American reserves its right to install, operate, maintain, repair and replace additional facilities as may be necessary from time to time to offer, furnish, render and supply wastewater service to the public.

14. Pennsylvania American is currently certificated by the Commission to provide water service to the public in Fairview Township, York County, pursuant to Letters Patent issued on December 31, 1903 to Fairview Township Water Company and Letters Patent issued on February 17, 1904 evidencing the merger of Fairview Township Water Company into Riverton Consolidated Water Company. On January 1, 1987 a Certificate of Merger was issued at Docket No. A-211450F002 evidencing the merger of Riverton Consolidated Water Company into Keystone Water Company, the surviving corporation, and the name change of the surviving entity to Pennsylvania American. In addition, a Certificate of Public Convenience was issued to Pennsylvania American at Docket No. A-212285 in 1987, approving the acquisition of Red Land Water Company which served a portion of Fairview Township.

IV. FINANCIAL AND OTHER RELEVANT INFORMATION

15. Pennsylvania American's balance sheet as of December 31, 2015 and income statement for the 12-months period ended December 31, 2015 are attached hereto as **Exhibit I** and **Exhibit J**, respectively.

16. Upon approval of the Application, receipt of a Certificate of Public Convenience, and installation of the proposed facilities, Pennsylvania American will provide wastewater service in the Application Territory pursuant to the Rules and Regulations of Pennsylvania American's Tariff and charge its then-existing Rate Zone 10 wastewater rates for service in the Application Territory as set forth in Pennsylvania American's Tariff.

17. Furnishing of service in the proposed additional service territory will have no adverse effect upon the service furnished or the rates charged to other customers.

18. No additional capital will be required by the Applicant for the purpose of financing the matters and things involved in this Application.

19. The estimated annual revenues and expenses of Pennsylvania American in the additional territory are set forth in **Exhibit K** attached hereto.

V. PUBLIC INTEREST AND RELIEF REQUESTED

20. It is in the public interest for Pennsylvania American to provide wastewater service in the proposed service territory because there is a need to make safe and reliable wastewater service available to the residential development, the Applicant is legally, financially and technically capable of providing such service in the Application Territory and because the

furnishing of such service by Pennsylvania American in the Application Territory will have no adverse effect upon the service furnished or the rates charged to other customers.

21. Together with an Order approving this Application, Pennsylvania American requests that the Commission issue a Certificate of Public Convenience pursuant to Section 1102(a)(1) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(1), authorizing Pennsylvania American to furnish wastewater service in a portion of Fairview Township, York County, as depicted in Exhibit B-1 and described in Exhibit B-2 hereto.

WHEREFORE, Pennsylvania American respectfully requests that the Pennsylvania Public Utility Commission approve this Application and grant the relief requested in Paragraph 21, above.

Respectfully submitted,



Melanie J. El Atieh (PA ID # 209323)
Susan Simms Marsh (PA ID # 44689)
Corporate Counsel
Pennsylvania-American Water Company
800 West Hersheypark Drive
Hershey, PA 17033
Telephone: (717) 531-3362
Facsimile: (717) 531-3399
E-mail: melanie.elatieh@amwater.com

Date: September 19, 2016

VERIFICATION

I, **David Kaufman**, Vice President – Engineering of Pennsylvania-American Water Company, hereby state that the facts set forth in the foregoing Application are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

A handwritten signature in black ink, appearing to read 'D. Kaufman', written over a horizontal line.

Date: September 19, 2016

Exhibit A

Description of PAWC's Certificated Water and Wastewater Service Territory

(SEE ATTACHED)

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 800 West Hershey Park Drive, Hershey, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County,

August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donnegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shippenville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 1, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015) and Fairview Township (York County, December 22, 2015). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water

Exhibit A

system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 651,188 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 23rd, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelberg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mt. Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applegold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence, West Lawn³ and Wyomissing² and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallaceeton and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview¹ and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Townships of Conewago, Derry, Londonderry, South Hanover and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Abington, Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono and the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud in Monroe County;

Exhibit A

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitmarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Belfast, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mount Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of McEwensville, Milton, Northumberland and Watsonstown and the Townships of Delaware, East Chillisquaque, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane, Union and West Pike Run in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 21,216 customers in the following municipalities:

All, or portions of, the Townships of Franklin, Hamiltonban and Highland, Adams County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the

Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Borough of Clarion and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

All of the Borough of McEwensville in Northumberland County;

Portions of the Townships of Delaware and Lehman in Pike County; and

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County.

¹ West Fairview Borough was merged into East Pennsboro Township in 1998.

² Wyomissing Hills was merged into Wyomissing Borough in 2002.

³ West Lawn was merged into Spring Township in 2006.

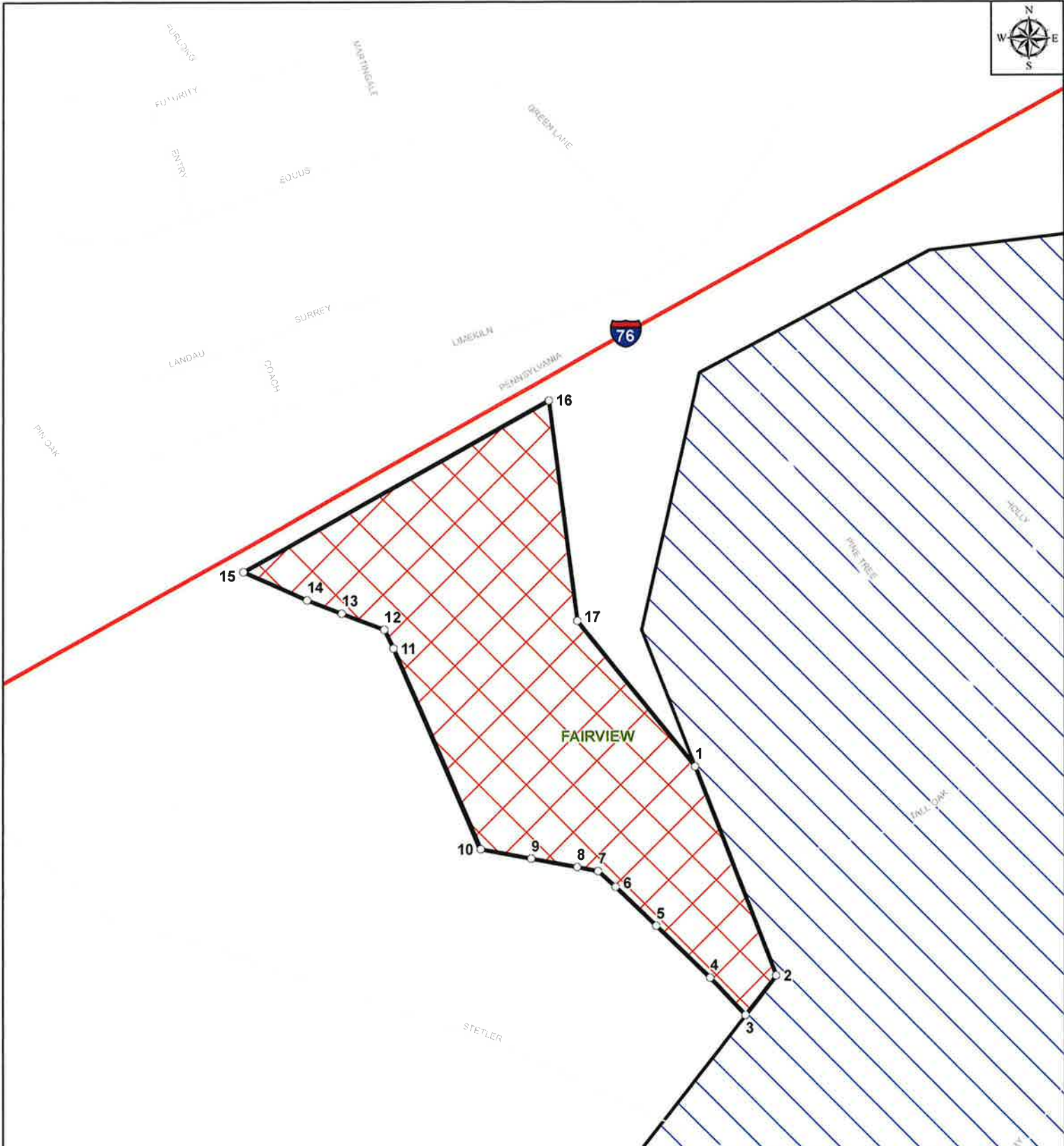
[405 municipalities in 36 counties.]

12/31/2015

Exhibit B-1

**Map of Application Territory
(a portion of Fairview Township, York County)**

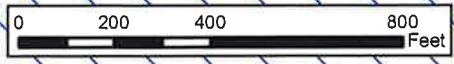
(SEE ATTACHED)



Pennsylvania-American Water Company
 Fairview North Wastewater
 Proposed Fairview North Wastewater
 Service Territory Extension - Tall Oaks Development
 Approximately 23 Acres



- Bearings and Distance Points
 - ▭ Applied For Wastewater Service Territory
 - ▭ PAWC Wastewater Service Territory
 - ▭ Municipality
- TO BE USED FOR REFERENCE ONLY**
 Although every effort has been made to ensure the accuracy of the information, errors and omissions originating from physical sources to develop the Categorized Service Territory may be reflected in the data supplied.



Disclaimer: Bearings and distances were not developed as a result of a physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool. * Bearings and Distances attached separately

Starting Point: Approximately 95 feet to the northwest of the point at which parcels 27000RE003900, 27000130001A0, and 2700013014500 intersect.

Sequence	From	To	Bearing	Distance (ft)
1	1	2	S21°13'49"E	667.147968
2	2	3	S38°04'07"W	148.040659
3	3	4	N43°42'29"W	153.413359
4	4	5	N45°53'39"W	221.867347
5	5	6	N45°54'52"W	166.778462
6	6	7	N47°55'16"W	70.086519
7	7	8	N79°34'14"W	63.820041
8	8	9	N79°35'05"W	141.109172
9	9	10	N79°35'54"W	153.051893
10	10	11	N23°22'51"W	650.557926
11	11	12	N25°17'08"W	62.079833
12	12	13	N68°52'22"W	135.38628
13	13	14	N68°54'44"W	111.228456
14	14	15	N66°31'54"W	207.740061
15	15	16	N60°50'00"E	1042.816741
16	16	17	S7°23'22"E	660.071749
17	17	1	S38°50'43"E	556.006575

Exhibit B-2

**Description of Application Territory
(a portion of Fairview Township, York County)**

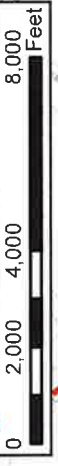
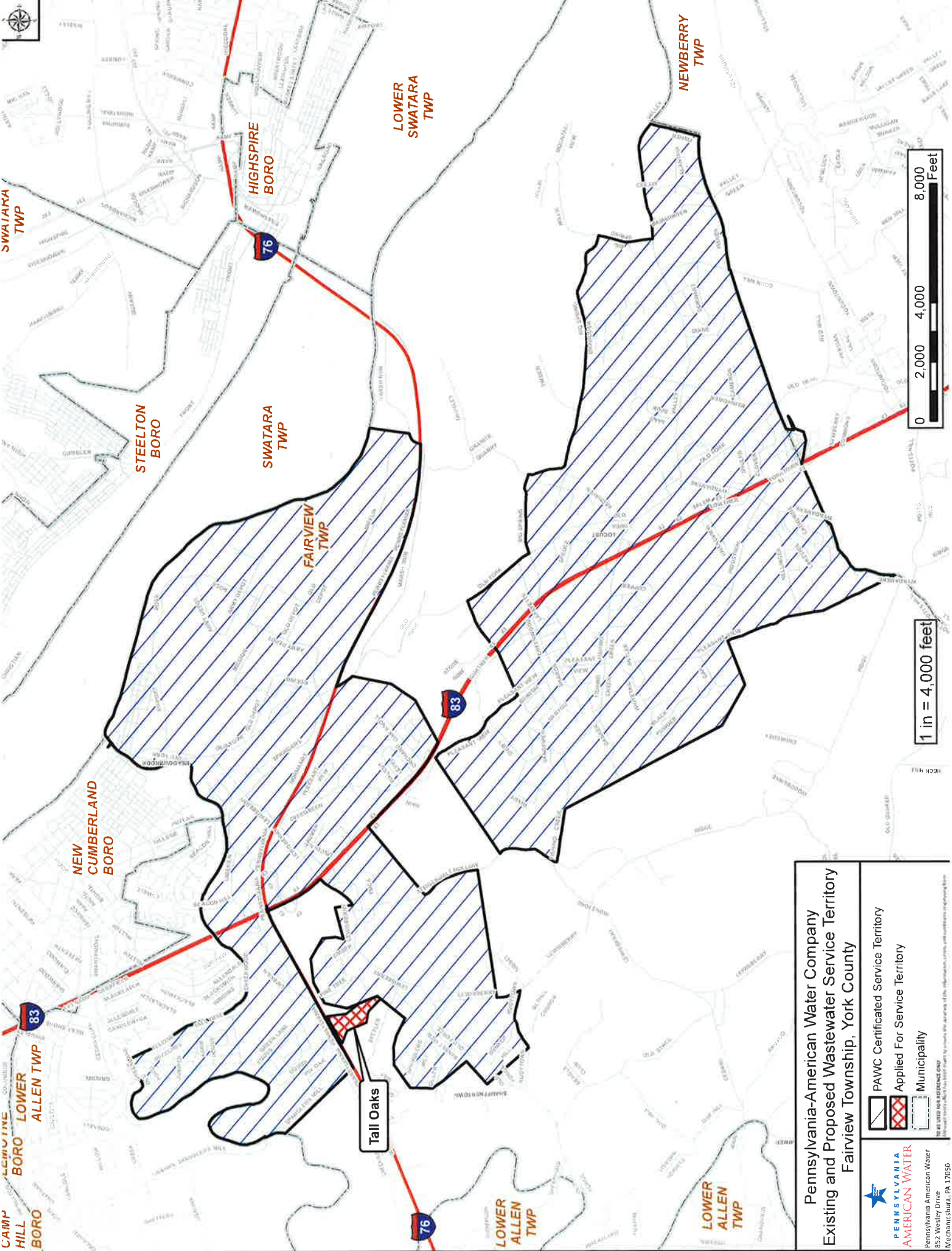
A 17 lot residential development referred to as the Tall Oaks Subdivision in Fairview Township, York County, which abuts Pennsylvania American's existing certificated service territory in Fairview Township.

Exhibit C

Map of PAWC's Certificated and Proposed Wastewater Service Territory

Fairview Township, York County

(SEE ATTACHED)



1 in = 4,000 feet

Pennsylvania-American Water Company
Existing and Proposed Wastewater Service Territory
Fairview Township, York County

	PAWC Certified Service Territory
	Applied For Service Territory
	Municipality

PENNSYLVANIA AMERICAN WATER
 Pennsylvania American Water
 852 Wesley Drive
 Mechanicsburg, PA 17050

Exhibit D

Sewer Main Extension Agreement

(SEE ATTACHED)

SEWER MAIN EXTENSION AGREEMENT

TALL OAKS DEVELOPMENT

WO # _____

THIS AGREEMENT (“Agreement”), made this 19th day of September, 2016, by and between Pennsylvania-American Water Company, with offices at 852 Wesley Drive, Mechanicsburg, Pennsylvania, 17055 (“PAWC”) and RDG Marsh Run Associates with offices at 1300 Market Street, Suite 307, Lemoyne, PA 17043 (“Developer”).

WHEREAS, PAWC and Developer have agreed upon terms and conditions pursuant to which sewer service will be supplied by PAWC to a land development being undertaken by Developer known as Tall Oaks, in Fairview Township, York County, Pennsylvania which property is identified on the plans as described in Exhibit “A” (Premises);

WHEREAS, PAWC is willing to provide sewer service to the Premises within the development; and

WHEREAS, Developer has requested PAWC to furnish sewer service to and within the development to service Premises; and

WHEREAS, Developer is willing and desires to design and construct such extension and desires to bear the cost thereof.

NOW, THEREFORE, IN CONSIDERATION OF THESE PROMISES, the parties intending to be legally bound hereby, mutually promise, covenant and agree as follows:

1. Developer shall design, construct, and install or cause to be designed, constructed, and installed, at its cost, the Sewer Facilities as indicated on the drawings identified and attached in **Exhibit “A”**, including, but not limited to, costs of engineering, materials, labor, transportation, equipment, necessary permits and approvals, testing, corrections, insurance, and bonds. Said Sewer Facilities shall consist of sewer mains, manholes, pump stations, valves, valve boxes, fittings, lateral connections to the property line on each lot shown on drawings, and all other material and equipment necessary to provide complete and reliable sewer service. Developer shall provide PAWC, upon request, qualifications of engineer and contractor, and must receive PAWC approval prior to beginning of design and construction.
2. Upon execution of this Agreement, the Developer will provide in cash a payment to PAWC in the sum of \$10,000 as indicated in the estimate attached hereto as **Exhibit “B”**. This payment represents the estimated PAWC and/or their representatives engineering, inspection, contingencies, administrative and legal costs, preparation of as-built drawings, easements fees (if applicable) and other related costs associated with the installation of the Sewer Facilities for the Premises referenced above. Upon completion of the improvements and acceptance by PAWC, any unused portion of the payment will be released to the Developer. If the estimated payment was insufficient to cover all reasonable costs incurred by PAWC, the Developer will

promptly provide in cash a payment for the difference.

3. PAWC, at its sole option and cost, reserves the right to "oversize" said Sewer Facilities. If PAWC exercises the right to oversize, it shall pay for the difference in the price of the material necessary for the oversized pipe or appurtenances versus the material price of the pipe or appurtenances necessary to service the Development.
4. Except as set forth in Paragraph 5, Developer shall obtain all requisite permits, zoning and other approvals for the construction of said Sewer Facilities. All plans, specifications, construction, and installation of said Sewer Facilities shall be in accordance with good utility practices, conform to PAWC's latest specifications available separately, adhere to the rules, regulations, and requirements of the Pennsylvania Department of Environmental Protection, and meet the requirements of all other governmental agencies having jurisdiction thereover. Any required approvals shall be in writing. Additionally, all of said drawings and specifications shall have the written approval of PAWC before construction is commenced. Approval by PAWC will not be unreasonably withheld or delayed.
5. PAWC's obligations to accept the Sewer Facilities and to provide wastewater service from the Sewer Facilities to the Development are each conditioned upon PAWC receiving from the Pennsylvania Public Utility Commission ("PUC") a certificate of public convenience granting PAWC the right to offer, render, furnish or supply wastewater collection, disposal and treatment service to the public in that portion of Fairview Township, York County where the Sewer Facilities will be constructed. PAWC shall initiate, and use commercially reasonable efforts to prosecute, the necessary proceedings to obtain the aforementioned approvals of the PUC. Developer, by this Agreement, covenants and agrees to provide such information, documents and assistance as may be reasonably requested by PAWC in connection with any such proceedings and to otherwise cooperate in the initiation and prosecution of any such proceeding.
6. Developer shall, at no cost to PAWC, secure either a permanent easement(s) or fee-simple parcel(s), in the name of PAWC required for the construction of any and all said Sewer Facilities in the form contained in Exhibit C, attached hereto and made a part hereof. Said permanent easement(s) or fee-simple parcel(s) shall be designated on Developer's plot plan approved by PAWC. A copy of the proposed final subdivision plot plan, with the designation of PAWC's permanent easement(s) or PAWC's fee-simple property(s), shall be submitted to PAWC for its inspection, before it is submitted by developer to the zoning authorities for approval.
7. Developer agrees to advise PAWC before installing Sewer Facilities as provided in this Agreement. Developer shall apply for service and pay all applicable charges and fees in connection with all services to Premises in the development, including the capacity reservation fees and connection fees in effect at the time of service (currently outlined in Exhibit "B"). New service connections must be in a currently-approved Act 537 service territory and be in accordance with PAWC's Connection Management Plan.
8. Developer covenants and agrees to indemnify PAWC against any and all loss or damage which PAWC may suffer as a result of any damage to its sewer lines or service laterals, or any other

sewer facility caused by Developer, its employees, agents, servants or workmen or any contractors or subcontractors employed by Developer.

9. Developer will be responsible for any damage to any property incurred that is incidental to the construction work being performed pursuant to this Agreement. Developer shall be responsible for any restoration necessary to public and/or private property that is affected in any way by the construction undertaken pursuant to the extension of sewer service pursuant to this Agreement. Developer agrees to indemnify PAWC against any and all loss or damage to property which may occur as a result of or incidental to the construction of the sewer main extension, the installation of sewer service laterals and connections, and all work performed therewith.
10. Developer hereby agrees to hold and save PAWC harmless from and against any and all damages, or liability therefore, loss, costs, charges, reasonable attorneys' fees, and/or expenses of whatsoever kind or character which PAWC shall or may at any time suffer, sustain, or incur by reason of or in consequence of any negligent actions of Developer, or its agents, employees, or contractors, in connection with any of the provisions of this Agreement. Developer hereby assumes responsibility and liability for the injury or death of any person, or loss of damage to any property contributed to or caused by the negligence of Developer, or its agents, employees, or subcontractors, in the execution of any work in connection with this Agreement, not involving any negligence of PAWC, or its agents, employees, or contractors. In case any suit or other proceeding shall be brought on account of any matter covered by the indemnification specified in this paragraph 8. Developer will assume PAWC's defense at Developer's expense and will pay all final judgments rendered thereon.
11. Where water lines are to be installed parallel to sanitary sewer lines, a minimum horizontal separation of ten feet shall be maintained. Where this separation cannot be maintained, a minimum of three feet horizontal and eighteen inch vertical separation (vertical separation measured between bottom of water main and top of sewer main) shall be maintained with the water line located above the sewer line. Where water lines are to cross sewer lines, there shall be a vertical distance of eighteen inches separating the water and sewer lines (water main above the sewer line). Where this separation cannot be maintained, the sewer line shall be encased in casing pipe ten (10) feet on either side of the water main. No excavation or blasting shall be carried on which in any way endangers the said sewer pipes and lines. Provided, however, that should the Developer wish to do so, it may at its own expense provide a new location acceptable to PAWC for the said sewer pipes and lines and PAWC must approve said new location in writing. The entire cost of such moving and altering and any expense incident thereto shall be borne exclusively by the Developer.
12. Developer agrees that it will not request commencement of wastewater service pursuant to PAWC's then-effective wastewater service tariff to the Development prior to the completion of the Sewer Facilities and acceptance thereof by PAWC. Developer and PAWC hereby acknowledge and agree that PAWC's obligations to accept the Sewer Facilities and provide wastewater service to the Development are each conditioned upon PAWC receiving from the PUC a certificate of public convenience granting PAWC the right to offer, render, furnish or supply wastewater collection, disposal and treatment services to the public in that portion of Fairview Township, York County where the Sewer Facilities are to be located, and that absent

such PUC approval, PAWC is under no obligation pursuant to this Agreement to accept the aforesaid Sewer Facilities. Upon completion and acceptance in writing by PAWC of the aforesaid Sewer Facilities, PAWC, upon proper application, shall provide sewer service to Development in accordance with its then-effective tariff rules and regulations. Pursuant to this Agreement, proper application shall include payment of all applicable fees and charges for the extension of sewer service to customers in effect at the time of service provided in PAWC's rules and regulations.

13. Any difference between the actual cost of installing the sewer service and main extension and the estimate furnished by the Developer for the installation of the system described in this Agreement and the plans attached hereto will be borne by the Developer. The Developer understands that the estimates attached hereto are simply estimates and are not a guarantee or certification of the cost of the system, which is the subject of this Agreement. Such cost variation might be caused by (but not limited to) unforeseen rock excavation or other unusual-soil conditions. Other unforeseen conditions could cause additional cost beyond the estimates attached hereto. PAWC assumes no responsibility for additional costs over and above the estimated amounts provided and attached to this Agreement as Exhibits.
14. PAWC and Developer hereby agree that the cost of construction shall include the cost of the materials and labor to be supplied for the construction of the Sewer Facilities and appurtenances thereto, the engineering and inspection costs related to the construction thereof, and the administrative and legal costs incurred by PAWC in the construction and installation of said main and all appurtenances thereto.
15. The Developer shall deliver to PAWC a copy of the final paid invoice(s) for all Sewer Facilities constructed and to be conveyed under this agreement. If not finalized at the time of the execution of this main extension agreement, the Developer shall deliver executed copies of PAWC's Standard Easement Agreement, available separately from this agreement, for the easement area with a legal metes and bounds description of the easement (if required). Preparation of all easement documents necessary for successfully recording in the county courthouse are the responsibility of the Developer. PAWC will be responsible for delivering the easement to the courthouse for recording. Upon completion of the above, PAWC will "true up" Developer's payment per Paragraph 2 with the costs that were incurred by PAWC in connection with the Sewer Facilities and this Agreement.
16. Developer shall comply with the inspection and testing requirements of PAWC for the Sewer Facilities, which requirements shall be reasonable and shall not cause Developer unwarranted delays in the ordinary course of construction. Developer shall give PAWC adequate notice when the Sewer Facilities are ready for inspection and testing, and PAWC shall inspect and witness testing promptly after being so notified. PAWC specifically reserves the right to withhold acceptance of the Sewer Facilities unless the Sewer Facilities have been constructed in accordance with the approved plans and specifications and are satisfactory to PAWC upon inspection and testing. Developer agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by PAWC made subsequent to its inspection and for one year following PAWC's acceptance of the Sewer Facilities. Inspections or acceptance by PAWC shall in no way relieve or limit Developer's responsibility and liability

for construction and installation of the Sewer Facilities in accordance with the terms of this Agreement, including the one year warranty.

17. In consideration of PAWC's commitment to provide sewer service to the Development in accordance with this Agreement, and in accordance with PAWC's tariff, all materials installed, facilities constructed, and equipment provided by Developer in connection with construction of the Sewer Facilities under this Agreement and the completed Sewer Facilities shall become the sole property of PAWC as installed, and full legal and equitable title thereto shall be then vested in PAWC, free and clear of all liens, without the requirement of any written document of transfer to PAWC or acceptance by PAWC. Developer agrees to execute or cause to be executed promptly such documents as counsel for PAWC may reasonably request to evidence good and merchantable title to the Sewer Facilities free and clear of all liens. All risk of loss shall be with Developer until acceptance of the Sewer Facilities, or any portions thereof, by PAWC. Thereafter, risk of loss shall be with PAWC. Developer shall repair or cause to be repaired promptly at no cost to PAWC all damage to the Sewer Facilities caused by construction operations until all construction in the Development by or for Developer has been completed. After PAWC has accepted the Sewer Facilities, it will maintain, repair, and replace the Sewer Facilities as needed subject to the warranty provisions of the Agreement.
18. Developer shall repair or replace any defects in materials or construction of which Developer is given written notice by the PAWC during said warranty periods, and in the event that Developer fails to diligently commence or pursue said repairs or replacement, or if PAWC exclusively determines the defects in materials or construction constitute an emergency that adversely impacts the PAWC's ability to provide service, PAWC has the right (but not the obligation) to undertake said repairs and replacement and PAWC shall have the right to recover the additional costs from Developer.
19. Prior to the commencement of construction of the Sewer Facilities, Developer's contractors having responsibility for the installation of the Sewer Facilities shall furnish PAWC with appropriate Certificate of Insurance coverage effective during the period of construction in the following types and amounts:
 - (i) Workmen's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the Commonwealth of Pennsylvania.
 - (ii) Comprehensive general liability insurance, including operations and protective liability coverages, with limits of not less than ten million dollars (\$10,000,000) combined single limit for bodily injury (including death) and property damage. When the work to be performed requires blasting, Developer's insurance shall specifically cover the risk. "PENNSYLVANIA-AMERICAN WATER COMPANY" shall be named as additional insured under this policy and the following language shall be included on the certificate:

Project Location:

Certificate holder is included as additional insured with respect to liability arising out of the named insured's operations performed on behalf of holder as required by written contract. Excess policy follows form for Employers Liability, General Liability and

Auto Liability. Policies without exception and shall be indicated as such with an endorsement from the insurer. Any coverage afforded to the Additional Insured shall apply as primary and not excess to any other insurance or self insurance available to the Additional Insured. Waiver of Subrogation endorsement must accompany certificate of insurance and must include Workers Compensation policies. (Note to Producer/Insurer: General Liability per occurrence limit and Auto policy per occurrence limit, combined with the Excess policies, must not be less than \$10,000,000.00 Combined Total Limit of Liability.

- (iii) Comprehensive automobile liability insurance covering all owned and non-owned automobiles or trucks used by or on behalf of Developer with a combined single limit of \$1,000,000, in connection with the work contemplated by this Agreement.
- 20. This Agreement contains the entire agreement of the parties hereto, and there are no other understandings, written or oral, between the parties relating to the subject matter of this Agreement that supersedes, cancels and terminates any and all rights or obligations that may have arisen between the parties.
- 21. All representations, warranties, and agreements of PAWC and Developer set forth in this Agreement shall survive the dedication date and the parties shall be entitled to rely upon such representations, warranties and agreements.
- 22. This Agreement may not be amended except by instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the parties against whom such claimed amendment, modification, termination or waiver is sought to be enforced.
- 23. The Developer's obligations hereunder may not be assigned to any other person or entity without the prior written consent of PAWC; provided that, this Agreement shall be terminated and the Developer shall be released from any further liability or obligations hereunder, if, and at such time, as any other developer executes and delivers an agreement with PAWC in the same form as this Agreement, or such other form as is approved by PAWC, together with financial security in the form required hereby or such other form as is approved by PAWC.
- 24. This Agreement shall be binding, and inure to the benefit of, the parties as well as their successors and assigns.
- 25. Nothing herein shall be construed as an agreement by PAWC to furnish additional sewerage capacity outside of that which has currently been approved pursuant to the Act 537 Plan.
- 26. The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provisions but the same shall, nevertheless, be and remain in full force and affect.

27. This Agreement may be executed in counterparts and may be executed by facsimile or electronic PDF. Each Party agrees that such signatures and execution will be valid and constitute the whole agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

WITNESS:

PENNSYLVANIA-AMERICAN WATER COMPANY

By: Joseph Woodward
Name (Print): Joseph Woodward
Title: Senior Manager

WITNESS:

DEVELOPER: RDG MARSH RUN ASSOCIATES

By: _____
Name (Print): _____
Title: _____

27. This Agreement may be executed in counterparts and may be executed by facsimile or electronic PDF. Each Party agrees that such signatures and execution will be valid and constitute the whole agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

WITNESS:

PENNSYLVANIA-AMERICAN WATER COMPANY

By: _____

Name (Print): _____

Title: _____

WITNESS:

DEVELOPER: RDG MARSH RUN ASSOCIATES

By: Gregory C. Rhodes

Name (Print): Gregory C. Rhodes

Title: President

Exhibit E

Letter from Developer Requesting Service

(SEE ATTACHED)

Rhodes Development Group, Inc.

September 19, 2016

Scott L. Armbrust, P.E.
Project Manager
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

RE: **Rhodes Development Group, Inc. Request for Wastewater Service**

Dear Scott:

Rhodes Development Group, Inc. ("RDG") is requesting service to be extended from Pennsylvania-American Water Company's ("PAWC") wastewater collection, disposal and treatment system to the Tall Oaks development located in Fairview Township, York County, Pennsylvania.

RDG hereby submits this request for service, which will also serve as a letter of intent to immediately execute the Sewer Main Extension Agreement ("Agreement") in expectation of the Pennsylvania Public Utility Commission's ("Commission") approval of PAWC's application for service in a portion of Fairview Township, York County.

RDG acknowledges that it will be required to fund the cost of the capital improvements necessary for PAWC to provide this service in accordance with the terms and conditions of the Agreement to be entered into between PAWC and RDG. A cost estimate will be determined and the exact route of the main extension will be provided by PAWC.

RDG appreciates PAWC's willingness to finalize and execute the Agreement under these circumstances.

Sincerely,



Gregory C. Rhodes
Rhodes Development Group, Inc.

Exhibit F

Letters from Applicable Township and County

(SEE ATTACHED)



BOARD of SUPERVISORS
Dr. Larry Cox, *Chairman*
Mario D. Pirricano, *Vice-Chairman*
Korey Leslie, *Supervisor*
Christopher L. Allen, *Supervisor*
John W. Jones, *Supervisor*

ACTING MANAGER
Donald F. Martin, III

March 10, 2016

Raymond Rosenberger
2444 Sendero Court
San Luis Obispo, CA 93401

COPY

RE: Final Subdivision plan for Tall Oaks -- 17 Lots

Dear Mr. Rosenberger,

The Fairview Township Board of Supervisors, at their regularly scheduled meeting held on February 29, 2016, took action to approve the Tall Oaks Subdivision plan, subject to the following conditions:

1. A copy of a plan mylar and three paper copies of the plan with the required signatures and seals. **Please note that the York County Recorder of Deeds will not accept plans for recording that do not comply with the following items:**
 - Certification of ownership and statement should be completed, signed and notarized. The notary's seal, the notary's stamp and the notary's signature cannot touch or overlap each other.
 - The notary seal on the plans must be clear enough for the Recorder of Deeds scanning instrument to be able to reproduce the seal. The seal cannot be touching any other text or lines on the plan.
 - The registered professional surveyor or engineer's seal, signature and date of plans, who is certifying the accuracy of the plan, must be present.
 - All signatures have to have a printed name beside or below the signature.
 - The signers of the plan must sign the plan as their name appears on the plan, this would include any suffixes (Jr. Sr. I, II, III).
 - If the signers of the plans are owners or officers of a company or corporation, their title with the company or corporation must be declared beside their signatures.
 - The notary statement "On this date before me the undersigned personally appeared..." this statement must include the printed name for the signer(s).
2. A check in the amount of \$237.00 made payable to the "York County Recorder of Deeds". This is needed to record your subdivision plan at the York County Court House.
3. A signed and completed copy of the Letter of Acceptance. A copy of the Letter of Acceptance is enclosed.

4. Payment of any outstanding Township Engineer's plan review fees.
5. Placement of an Improvement Guarantee. This will be based on an estimate provided by your engineer and approved by the Township Engineer.
6. The execution of a Security Agreement. A sample of this security agreement can be found in Appendix 11A of the Fairview Township Subdivision and Land Development Ordinance.
7. Placement of funds into an Engineers Escrow Account. This escrow is calculated at 4% of the approved bond amount PRIOR to the addition of the 10% contingency. This should be made by separate check made payable to Fairview Township.
8. Payment of the required Traffic Impact Fee Assessment in the amount of \$20,000.00. A copy of the Traffic Engineers report on those impact has been attached to this letter. The reduction in fee is due to YOUR plans submittal PRIOR to the final fee structure. Due to this, your fee was structured at the initial \$1000.00/per new vehicle trip. This should be made by separate check made payable to Fairview Township.
9. Payment of the noted Recreation Fees in the amount of \$17,000.00. This fee is assessed in lieu of your plans proposing dedication of land. The amount is based on the number of lots contained in the subdivision plan (17 lots @ 1,000/ea). This should be made by separate check made payable to Fairview Township.
10. Compliance with the comments noted in the Codes Administration Directors memo to the Board of Supervisors dated February 19, 2016. A copy has also been attached.

Since these are conditions imposed with respect to the approval of the Tall Oaks subdivision plan on February 29, 2016, acknowledgement of these conditions (letter of acceptance) must be received in writing on or before March 28, 2016. If this acknowledgement is not received within this timeline, the plan could be deemed rejected on the basis of the conditions set forth.

If you have any questions or concerns about any of the information contained in this letter, please contact our office at 901-5220

Respectfully submitted,



Keith A. Scott
Codes Administration Office

YORK COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS
SUSAN P. BYRNES, PRESIDENT
DOUG HOKE, VICE PRESIDENT
CHRISTOPHER B. REILLY, COMMISSIONER

ADMINISTRATOR
MARK E. DERR



YORK COUNTY ADMINISTRATIVE CENTER
28 East Market Street
York, Pennsylvania 17401-1588
(717) 771-9964 FAX (717) 771-9804
www.yorkcountypa.gov

SOLICITOR
GLENN J. SMITH
ASSISTANT SOLICITOR
DONALD L. REIHART
CHIEF CLERK/OFFICE MANAGER
SHERRY L. BAER

August 25, 2016

Scott L. Armbrust, P.E.
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Re: Request for Approval of PUC Certificated Territory Expansion
Pennsylvania American Water Company
Tall Oaks Development
Fairview Township, York County, PA

Dear Mr. Armbrust:

The staff of the York County Planning Commission, on behalf of the York County Commissioners, has reviewed the proposed Pennsylvania American Water Company territory expansion to serve the Tall Oaks Development located in Fairview Township, York County, PA. The proposed territory expansion is within an Established Primary Growth Area which provides for the expansion and provision of public water and sewer. A review of this area identified no other concerns from the County's perspective regarding expansion of the certificated territory as depicted on the map provided. Therefore, we are in support of proposed territory expansion by Pennsylvania American Water Company to the Tall Oaks Development.

If you should need more information, please contact our office.

Sincerely,

Roy O. Livergood, Jr.
Senior Planner
York County Planning Commission

Exhibit G

Letters to Township and County Planning Commissions

(SEE ATTACHED)



**PENNSYLVANIA
AMERICAN WATER**

800 West Hersheypark Drive
Hershey, PA 17033
P 717-531-5000
F 717-531-3399

August 9, 2016

Via Certified Mail

Fairview Township
Planning Commission
599 Lewisberry Road
New Cumberland, Pennsylvania 17070

Re: Pennsylvania American Water application to provide wastewater serve in an additional portion of Fairview Township, York County, Pennsylvania

Pennsylvania American Water Company (Pennsylvania American Water) will be submitting an application with the Pennsylvania Public Utility Commission (PUC) to expand its wastewater service territory to serve an additional portion of Fairview Township, York County.

As part of the application process, the PUC requested Pennsylvania American Water seek the Township's input for the purpose of determining if Pennsylvania American Water's application 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? _____
2. Is there an adopted county comprehensive plan? _____
3. Is there an adopted multi-municipal or multi-county comprehensive plan? _____
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? _____
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? _____
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) 790-3024 or e-mail Bernie.grundusky@amwater.com

Sincerely,

Bernie Grundusky
Director Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Fairview Township Signature _____

Printed Name/Title _____ Date _____

Please send/e-mail this form to: Bobbi Gautsch at Roberta.gautsch@amwater.com or fax to 717-531-3399.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL



7015 0920 0002 1776 9598
7015 0920 0002 1776 9598

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Postmark Here

Sent to *Fairview Township Pharmacy*
Simonson
 Street & Apt. No. *599 Lewisberry Rd*
 or PO Box No. *599 Lewisberry Rd*
 City, State, ZIP+4® *New Cumberland, Pa 17070*

PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Fairview Township
Planning Commission
599 Lewisberry Rd
New Cumberland, Pa 17070*



9590 9403 0678 5196 3851 48

7015 0920 0002 1776 9598

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent Addressee
- X** B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

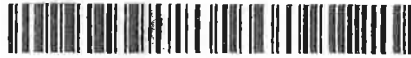
3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fairview Township
 Planning Commission
 599 Lewisberry Rd
 New Cumberland, Pa 17070



9590 9403 0678 5196 3851 48

7015 0920 0002 1776 9598

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *John L. Jones*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

COUNTY LAND USE LETTER

Date: August 16, 2016
To: Pennsylvania American Water
800 West Hersheypark Drive
Hershey, PA 17033
From: York County Planning Commission
Re: Pennsylvania-American Water
Wastewater Service Extension (Tall Oaks Development)
Fairview Township YCPC #161-16

Walter A. Kuhl
Chairman

Mary E. Coble
Vice Chairman

Sean P. Kenny
Secretary

Brian Brennehan
Treasurer

Eric Bortner

Matthew Chronister

Kevin F. Clark

Thomas W. Earp

Robert Kruger

Felicia S. Dell
Director

Jeffrey L. Rehmeyer II
Solicitor

The County of York states that it:

- It has adopted a county or multi-county comprehensive plan. If yes, please provide a date of adoption: November, 2014
- It has not adopted a county or multi-county comprehensive plan.

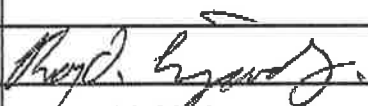
If applicable:

The above-reference project:

- Is consistent with the adopted county or multi-county comprehensive plan.
- Is not consistent with the adopted county or multi-county comprehensive plan.

Additional Comments (attach addition sheets if necessary): Consistency determination applies to area identified on attached map.

Submitted by:

Name	Roy O. Livergood, Jr.
Title	Senior Planner
Contact Information	York County Planning Commission - 28 East Market Street, York, PA 17401
Signature	
Date	August 16, 2016
cc:	



**PENNSYLVANIA
AMERICAN WATER**

August 9, 2016

800 West Hersheypark Drive
Hershey, PA 17033
P 717-531-5000
F 717-531-3399

Via Certified Mail

York County Planning Commission
York County Courthouse
45 North George Street
York, PA 17401

Re: Pennsylvania -American Water Company application to provide wastewater service in an additional portion of Fairview Township, York County, Pennsylvania.

Pennsylvania-American Water Company (Pennsylvania American Water) will be submitting an application with the Pennsylvania Public Utility Commission (PUC) to expand its wastewater service territory to serve an additional portion of Fairview Township, York County.

Pennsylvania American Water currently provides wastewater service to residents and businesses in the Township of Fairview.

As part of the application process, the PUC requested Pennsylvania American Water seek the County's input for the purpose of determining if Pennsylvania American Water's application complies with the County's land use planning.

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

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? _____
2. Is there an adopted county comprehensive plan? _____
3. Is there an adopted multi-municipal or multi-county comprehensive plan? _____
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? _____
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? _____
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) 790-3024 or e-mail Bernie.grundusky@amwater.com

Sincerely,

Bernie Grundusky
Director Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

York County Signature _____

Printed Name/Title _____ Date _____

Please fax/e-mail this form to: Bobbi Gautsch at Roberta.gautsch@amwater.com or fax to 717-531-3399.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL



7015 0920 0002 1776 9604

7015 0920 0002 1776 9604

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CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

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Here

Send To
Street & Apt. No.,
or PO Box No.
City, State, ZIP+4

*York County Planning Commission
45 N. George St
York, Pa 17401*

PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
*York County Planning Commission
York County Courthouse
45 N. George St
York, Pa 17401*

9590 9403 0678 5196 3851 55

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressee
- B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
- all Restricted Delivery

2 Article Number Transfer from service label
7015 0920 0002 1776 9604

Domestic Return Receipt

Exhibit H

DEP Letter

(SEE ATTACHED)



pennsylvania
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

October 29, 2015

Fairview Township Board of Supervisors
599 Lewisberry Road
New Cumberland, PA 17070-2399

Re: Approval Letter – Exemption
Act 537 Planning
Tall Oaks Subdivision
DEP CODE NO. A3-67919-452-3E
APS ID No. 883267
AUTH ID No. 1094618
Fairview Township, York County

Ladies and Gentlemen:

The Department of Environmental Protection (DEP) has received the above referenced subdivision plan. This confirms DEP's determination that the above referenced project is exempt from the requirement to revise the Official Plan for new land development. This determination is based in part on municipal and other sign-offs. The project consists of a 17 lot single-family residential subdivision on 25.511 acres with total proposed sewage flows of 3,728 gpd tributary to the Fairview Township North Wastewater Treatment Plant. The proposed development is located on the north and south sides of Tall Oak Drive to the end of the court in Fairview Township, York County.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717.787.3483) FOR MORE INFORMATION.

If you have any questions or concerns, please call Carrie Wilt at 717.771.4481, and refer to DEP Code No. A3-67919-452-3E, Application No. 883267 and Authorization No. 1094618.

Sincerely,



Timothy K. Wagner
Environmental Group Manager

cc: Capitol View Development Company, Inc.
R.J. Fisher & Associates, Inc.
York County Planning Commission

Exhibit I

PAWC's Balance Sheet as of Dec. 31, 2015

(SEE ATTACHED)

PA American Water**Balance Sheet for the 12 Months Ended December 31, 2015****PUC Annual Report**

(Dollars in thousands)

	Water	Wastewater	Total
Assets			
Cash and cash equivalents	\$ 1,883	\$ -	\$ 1,883
Other current assets	\$ 124,706	\$ 71	\$ 124,777
Regulatory assets	\$ 139,487	\$ 372	\$ 139,860
Total property and equipment	\$ 3,444,402	\$ 196,171	\$ 3,640,573
Total Assets	\$ 3,710,479	\$ 196,614	\$ 3,907,093
Capitalization and liabilities			
Short-term debt	\$ 74,383	\$ -	\$ 74,383
Current portion of Long-term Debt	\$ 18,669	\$ -	\$ 18,669
Other current liabilities	\$ 130,739	\$ 101	\$ 130,839
Total Long-term Debt	\$ 1,140,916	\$ -	\$ 1,140,916
Regulatory and other long-term liabilities	\$ 981,421	\$ 1,205	\$ 982,626
Total equity	\$ 1,401,638	\$ -	\$ 1,401,638
Contribution in aid of construction	\$ 137,058	\$ 20,964	\$ 158,022
Total Capitalization and liabilities	\$ 3,884,823	\$ 22,270	\$ 3,907,093

Exhibit J

PAWC's Income Statement for 12 months ended Dec. 31, 2015

(SEE ATTACHED)

PUC Annual Report

(Dollars in thousands)

	Water	Wastewater	Total
Operating revenues	\$ 596,450	\$ 17,248	\$ 613,698
Operating expenses			
Operation and maintenance	\$ 194,076	\$ 5,349	\$ 199,425
Depreciation and amortization	\$ 90,556	\$ 5,033	\$ 95,589
General taxes and other	\$ 10,350	\$ 119	\$ 10,469
	\$ 294,981	\$ 10,502	\$ 305,483
Operating income	\$ 301,469	\$ 6,746	\$ 308,215
Other income/(expenses)			
Other income, net	\$ 122	\$ 103	\$ 225
Interest expense	\$ (65,775)		\$ (65,775)
Total Other expenses	\$ (65,653)	\$ 103	\$ (65,550)
Income before income tax	\$ 235,816	\$ 6,849	\$ 242,665
Provision for taxes	\$ 98,593	\$ -	\$ 98,593
Net income (Loss)	\$ 137,222	\$ 6,849	\$ 144,072

Exhibit K

Estimated Annual Revenue and Expense in Application Territory

Wastewater

Estimated Annual Revenue

17 Residential Customers @ \$64.00 per EDU per month	\$13,056.00
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Estimated Annual Expenses

17 Residential Customers @ \$175.56	\$2,984.60
-------------------------------------	------------

Net	\$10,071.40
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