

FRANK D. KITZMILLER
1041 PRESTON RD.
LANCASTER, PA 17601
TELEPHONE (717) 569-0132
Email: dkitz@comcast.net

RECEIVED

FEB - 5 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

FEBRUARY 5, 2019

ROSEMARY CHIAVETTA, SECRETARY
PA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING, 2ND FLOOR
400 NORTH ST.
HARRISBURG, PA 17120

RE: FRANK D. KITZMILLER (COMPLAINANT) v. CITY OF LANCASTER WATER DEPARTMENT

DOCKET NO. C-2014-2435567: FILING OF PETITION TO RE-OPEN THE RECORD AND FOR ADMISSION OF LATE-FILED EXHIBITS AT 12/19/18 HEARING

DEAR SECRETARY CHIAVETTA:

ENCLOSED ON BEHALF OF COMPLAINANT, FRANK D. KITZMILLER, IS A COPY OF FRANK D. KITZMILLER'S PETITION TO RE-OPEN THE RECORD AND FOR THE ADMISSION OF LATE-FILED EXHIBITS IN THE ABOVE REFERENCED MATTER.

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT MY ABOVE ADDRESS INFORMATION. COPIES OF THIS CORRESPONDENCE HAVE BEEN SERVED ON THE PARTICIPANTS LISTED IN THE ATTACHED CERTIFICATE OF SERVICE.

VERY TRULY YOURS,

Frank D. Kitzmiller

FRANK D. KITZMILLER, COMPLAINANT

C: As per Certificate of Service

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

FRANK D. KITZMILLER)
 COMPLAINANT)
 v.)
) DOCKET NO. C-2014-2435567
 CITY OF LANCASTER, WATER DEPARTMENT)
)
 RESPONDENT)

FRANK D. KITZMILLER'S PETITION TO RE-OPEN THE RECORD AND
FOR ADMISSION OF LATE-FILED EXHIBITS

Frank D. Kitzmiller (Complainant) hereby submits this Petition to reopen the record, and for the admission of 3 late filed exhibits which have been pre-marked as Exhibits E, F, and G.

In support of this Petition, Complainant states as follows:

1. On December 19, 2018, a hearing was held in this matter.
2. On January 23, 2019, Complainant inspected the transcript file of the hearing which became available for inspection on January 17, 2019, at the Office of the Public Utility Commission in Harrisburg PA.
3. Certain evidence was missing which consisted of an "Appendix to Addendum to Hearing Testimony for Present and Additional Exhibits" and 11 exhibits (EXH FDK 3.1, 4.1, 5.1, 9.1, 11, 12, 13, 14, 15, 16 and 17).
4. The documents mentioned in Item 3 were served upon the parties of this case, consisting of ALJ Joel Cheskis and John J. Gallagher representing the Respondent, on September 13, 2018, together with a document "Information on Addendum" and a document "Addendum to Testimony at Hearing".
5. In addition, the documents mentioned in item 4 (not including the actual 11 exhibits) were Emailed in Word PDF to the parties of this case on September 7, 2018.
6. COMPLAINANT RESPECTFULLY REQUESTS THAT ALJ JOEL CHESKIS REOPEN THE RECORD TO ACCEPT COMPLAINANT'S LATE-FILED EXHIBIT WHICH CONSISTS OF THE DOCUMENTS IDENTIFIED IN ITEM 3 ABOVE AND HAS BEEN PRE-MARKED AS EXHIBIT E.
7. An Exhibit EXH FDK 18 was listed on the Addendum Appendix, but was not served upon the parties of this case due to an oversight, but was included in the 2 copies of the documents which were to be provided to the reporting service at the Hearing and was also to be given to the parties of this case at the actual Hearing which, after numerous cancellations requested by

Respondent, was eventually held on December 19, 2018. However, Complainant was not able to provide these documents due to having to focus all of his attention to keeping up with the fast pace of the hearing and trying to comply with the procedural constraints placed upon Complainant in Complainant's first ever Final Hearing.

8. COMPLAINANT RESPECTFULLY REQUESTS THAT ALJ JOEL CHESKIS REOPEN THE RECORD TO ACCEPT COMPLAINANT'S LATE-FILED EXHIBIT IDENTIFIED IN ITEM 7 ABOVE AND HAS BEEN PRE-MARKED AS EXHIBIT F.
9. A "Footnote to EXH FDK 18" was prepared by Complainant which provides additional background information related to Manheim Township Ordinance No. 2004-8, effective 6/14/04, which amended the PA Uniform Construction Code and Ordinance 1998-7, effective 2/9/98, which had amended the BOCA National Building Code, both of which amended the portions of these codes relating to water service pipes, to insert "one inch" instead of the normal ¾ inch size included in the unamended codes. These were the first Manheim Township ordinances which specified a one-inch size water pipe. Information in this footnote will also provide clarity To Respondent's testimony on 4/18/18 per Transcript Page 37, line 17 to Page 38, line 21, which was inspected by Complainant on 12/19/18 after the 12/19/18 hearing had ended.
10. COMPLAINANT RESPECTFULLY REQUESTS THAT ALJ JOEL CHESKIS REOPEN THE RECORD TO ACCEPT COMPLAINANT'S LATE-FILED EXHIBIT IDENTIFIED IN ITEM 9 AS "FOOTNOTE TO EXH FDK 18" AND HAS BEEN PRE-MARKED AS EXHIBIT G.
11. 52 Pa. Code Section 5.431 states that after the record has closed, additional evidence may be relied upon for good cause shown.
12. 52 Pa. Code Section 5.571 provides that, "at any time after the record is closed but before a final decision is issued, a party may file a petition to reopen the proceeding for the purpose of taking additional evidence."
13. 52 Pa Code Section 5.40(a) states that all relevant and material evidence is admissible, subject to objection.
14. The ALJ and this Commission, and any reviewing court should have a full and complete record in order to make a fully informed decision on the issues in this case.

For all of the above reasons, Complainant respectfully requests that ALJ Joel Cheskis reopen the record for the sole purpose of accepting Complainant's late-filed exhibits which have been pre-marked as Exhibits E, F and G into the record.

Respectfully submitted,

Frank D. Kitzmiller

February 5, 2019

Frank D. Kitzmiller, Complainant, Pro Se

1041 Preston Rd Lancaster, PA 17601

717-569-0132 / dkitz@comcast.net

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APPENDIX TO ADDENDUM TO HEARING TESTIMONY FOR PRESENT AND ADDITIONAL EXHIBITS

EXHIBITS

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

- EXH FDK 1 Supplement No. 45 to Tariff Water No. 6, 25th Revised Page No. 4
- EXH FDK 2 Summary of Overbill and Statutory Interest to 3/15/88
- EXH FDK 2.1 PA PUC Notes and References on Rates and Rate Increases 3/15/88 to 3/15/18
- EXH FDK 3 Municipal Connector's Agreement dated 9/30/85, pages 1 and 2
- EXH FDK 3.1 Municipal Connector's Agreement dated 9/30/85, pages 3 and 4
- EXH FDK 4 Dear Water Service Customer letter dated 8/27/10
- EXH FDK 4.1 Dear Water Service Customer letter dated 6/6/14
- EXH FDK 5 Notice of Proposed Rate Changes To Our Customers dated 8/27/10
- EXH FDK 5.1 Notice of Proposed Rate Changes To Our Customers dated 6/6/14
- EXH FDK 6 Example of City of Lancaster Water Department quarterly water bills
- EXH FDK 7 Residential quarterly billing information indicating that 5,122 Outside the City customers were billed for a 1" size water meter for the year ended 12/31/13
- EXH FDK 8 Certificate of Satisfaction, filed 8/11/17
- EXH FDK 9 Page 1 (of 3) of Extension of Municipal Connector's Agreements dated 12/4/08
- EXH FDK 9.1 Pages 1-4 of Extension of Municipal Connector's Agreements dated 12/4/08
- EXH FDK 10 Pages 1 of 67 and 25 of 67 of listing of 3,071 water customers located in Manheim Township who are billed for 1" size water meter but use a ¾" size water meter
- EXH FDK 11 Information from Frequently Asked Questions (FAQ) information located on Lancaster City Water Department website relating to 2014 rate increase request which compares the Lancaster City - Outside proposed rate to other rates charged by other providers to Lancaster County customers. An additional line is added for Lancaster City - Outside proposed rate for customers being billed for a 1" size residential water meter.
- EXH FDK 12 Example of a Water Tariff shown on PA PUC website in the Rates and Tariffs section of Consumer Information, Water/Wastewater
- EXH FDK 13 Pages 1-3 of Extension of Municipal Connector's Agreements dated 6/28/04

EXH FDK 14 Pages 1-4 of Municipal Connector's Agreement dated 12/18/84

EXH FDK 15 Municipal Connector's Agreement dated 12/18/84, Exhibit A

EXH FDK 16 Manheim Township Right-To-Know response indicating the water customer service line pipe size for various locations in Fox Chase community. All such locations had 1" size service lines from the water transmission main to the corporation curb stop per verification of Manheim Township. The Lancaster City Water Department verified the size of the customer service line from the corporation curb stop to the customer's water meter and apparently waived the 1" size customer service pipe requirement and allowed a ¾" size customer service pipe when requested by the customer.

EXH FDK 17 City of Lancaster Water Utilities Exhibit D IX-5, "Response to Quality of Service Filing Requirements" with respect to its complete and current mapping of the entire distribution or collection system in connection with the 2014 rate request proceedings. Response: The City maintains hard copies of all system maps and records. Updates to the electronic mapping system are provided with each new addition to the system, and a hard copy is archived and maintained.

EXH FDK 18 Information on water line connections required by provisions of the 12/18/84 and 9/30/85 Municipal Connector's Agreements between City of Lancaster Water Department and Manheim Township/ General Municipal Authority

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wcm/1/850905/8007-a-b

9/30/85 MUMI CONNECTOR'S AGREEMENT
P. 3

line except upon the written approval of Connector. Connector may set whatever fees it desires to enable individuals or developers to connect to said line and shall collect and keep said fees. Such collections shall be reported to the City at the time the written approval is submitted. Connector will defend, indemnify, hold and save harmless City of and from any and all claims or actions before the Pennsylvania Public Utility Commission or any court of competent jurisdiction brought by any party that may challenge any action taken by the City in fulfillment of its obligations to Connector under this section.

8. If the total cost has been recovered prior to 25 years from the date when the line was placed in service, the lease shall terminate at the time of the recovery of such cost. If the said total cost has not been recovered within 25 years from the date when the line was placed in service, it shall terminate in all events, at the end of said 25 year period and the right of the Connector to recover any more costs shall cease.

7?
9. Upon termination of the lease, the Connector shall dedicate the water line to the City of Lancaster Authority and it shall thereupon become a part of the water distribution system owned by said Authority.

??
10. The City shall have the right at all times to make connections to the line of the Connector and lay additional water mains at its own cost, without the payment of any connection fee to the Connector provided that such extensions and additions so

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wcm/1/850905/8007-a-b

a/30/83 MUNI CONNECTOR'S AGREEMENT

P 4

made by the City are solely for the improvement of its water service and no consumers are connected thereto.

EXECUTED, the day and year first above written.

GENERAL MUNICIPAL AUTHORITY OF THE TOWNSHIP OF MANHEIM

ATTEST: Wm. M. Harman
Secretary

(SEAL)

BY: [Signature]
Chairman

CITY OF LANCASTER

ATTEST: Jay A. Williams
City Clerk

(SEAL)

By: [Signature]
Mayor

[Signature]
Controller

Approved: [Signature]
City Engineer

e-2014-2435567

June 6, 2014

Dear Water Service Customer,

The City of Lancaster operates two water treatment plants that provide drinking water for more than 150,000 people in Lancaster City and the surrounding area. These two water treatment plants were upgraded in 2010 with state-of-the-art membrane filtration technology as part of the City of Lancaster's commitment to providing our customers with safe and reliable water service at a reasonable price. The filtration technology used in these new water plants is able to safely block the types of microscopic contaminants that have caused serious health problems in communities served by water systems using older technology.

Our commitment to ensure that the City's water transmission and distribution system - the tanks, pumps and pipes that deliver treated water to your home or business - provides reliable water service 24 hours a day, 365 days a year requires ongoing investments in the system. Across the country, aging water infrastructure is a growing problem, with more than 240,000 water main breaks every year. Locally, the harsh winter weather we recently experienced caused a record number of water main breaks. Given the age and condition of many of the City's water mains, continued investment in the system isn't just important, it is essential to the well-being of our entire community.

Our continued investment in the water system will require a modest increase in the cost of water supplied by the City. On June 6, 2014, the City will file a request with the Pennsylvania Public Utility Commission to increase the cost of water supplied to customers who live outside of the City. Even with a proposed rate increase, the cost of City water remains a great bargain. For residential customers billed on a quarterly basis, the City's proposed water rate would be \$4.82 per/1,000 gallons. For an average residential customer, the proposed rate increase would result in a quarterly water bill of \$83.76. This total is less than \$1/day, or about the cost of a single 16 oz. bottle of water.

We look forward to providing the cleanest, safest water that current technology can provide, at an extremely reasonable cost, for generations to come.

City of Lancaster

See below for Customer Notice and details on the proposed rate increase

June 6, 2014

NOTICE OF PROPOSED RATE CHANGES**TO OUR CUSTOMERS:**

The City of Lancaster is filing a request with the Pennsylvania Public Utility Commission (PUC) to increase your water rates as of August 5, 2014. This notice describes the City's rate request, the PUC's role, and what actions you can take.

The City of Lancaster has requested an overall rate increase of \$6,458,300 per year. If the City's entire request is approved, the total bill for a residential customer using 13,000 gallons per quarter with a 5/8 inch meter would increase from \$58.94 to \$83.76 per quarter or by 42.1%.

The total bill for a commercial customer using 201,000 gallons per quarter with a 2-inch meter would increase from \$779.27 to \$1,021.52 per quarter or by 31.1%.

Rates for an industrial customer using 365,000 gallons per month with a 2 inch meter would increase from \$1,280.11 to \$1,576.55 per month or by 23.2%.

To find out your customer class or how the requested increase may affect your water bill, contact City of Lancaster Customer Service at (717) 735-3425. The rates requested by the City may be found in Supplement No. 43 to Tariff Water-Pa. P.U.C. No. 6. You may examine the material filed with the PUC which explains the requested increase and the reasons for it. A copy of this material is kept at the City Clerk's office. Upon request, the City will send you the Statement of Reasons for Supplement No. 43 to Tariff Water-Pa. P.U.C. No. 6, explaining why the rate increase has been requested.

The state agency which approves rates for public utilities is the PUC. The PUC will examine the requested rate increase and can prevent existing rates from changing until it investigates and/or holds hearings on the request. The City must prove that the requested rates are reasonable. After examining the evidence, the PUC may grant all, some, or none of the request or may reduce existing rates.

The PUC may change the amount of the rate increase or decrease requested by the utility for each customer class. As a result, the rate charged to you may be different than the rate requested by the City and shown above.

There are three ways to challenge the City's request to change its rates:

1. You can file a formal complaint. If you want a hearing before a judge, you must file a formal complaint. By filing a formal complaint, you assure yourself the opportunity to take part in hearings about the rate increase request. All complaints should be filed with the PUC before August 5, 2014. If no formal complaints are filed, the Commission may grant all, some or none of the request without holding a hearing before a judge.
2. You can send us a letter telling why you object to the requested rate increase. Sometimes there is information in these letters that makes us aware of problems with the City's service or management. This information can be helpful when we investigate the rate request.

Send your letter or request for a formal complaint form to the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265.

3. You can be a witness at a public input hearing. Public input hearings are held if the Commission opens an investigation of the City's rate increase request and if there is a large number of customers interested in the case. At these hearings, you have the opportunity to present your views in person to the PUC judge hearing the case and the City representatives. All testimony given "under oath" becomes part of the official rate case record. These hearings are held in the service area of the City.

EXTENSION OF MUNICIPAL CONNECTOR'S AGREEMENTS

Extension agreement made as of December 4, 2008, by and between the CITY OF LANCASTER ("City"), a third class City of the Commonwealth of Pennsylvania, the GENERAL MUNICIPAL AUTHORITY OF THE TOWNSHIP OF MANHEIM ("Authority"), a municipal authority organized and existing under the Municipalities Authority Act, as amended ("Act"), and MANHEIM TOWNSHIP ("Township"), a first class Township of the Commonwealth of Pennsylvania.

BACKGROUND

A. The Authority is the owner of public water supply system improvements and facilities ("Authority Water System") which have been constructed by the Authority, or dedicated to the Authority upon extension by others, pursuant to a Municipal Extenders Agreement made, initially, between the City and the Township, as connector, dated as of December 18, 1984 ("1984 Agreement"), Township's rights and obligations as connector under the 1984 Agreement having been assigned to the Authority by Township as permitted by the 1984 Agreement, and pursuant to a Municipal Extenders Agreement made between the City and the Authority, as connector, dated as of September 30, 1985 ("1985 Agreement"). The 1984 Agreement and the 1985 Agreement being collectively referred to as the "Connectors Agreements".

B. The Authority undertook construction of the initial portions of the Authority Water System, as initially described in the Connector's Agreements, in order to provide public water service to areas within the Township not served by the public water supply system ("City Water System") then owned by the City of Lancaster Authority ("City Authority") and then operated and maintained by the City, the City having then advised the Township that it was not in a position to undertake construction of the necessary extensions of the City Water System to provide such service, but offering to permit the Township and Authority to undertake such extensions and to recoup the cost of doing so by means of the Connectors Agreements. The City is now the owner and operator of the City Water System, the City having acquired ownership of the City Water System from the City Authority.

C. The Authority Water System, as presently constructed, is as described in and as shown on the plans of the Authority and the Township.

D. The Authority Water System, as constructed, over time, has been accepted for operation and maintenance by the City, has been connected to the City Water System, has been leased to the City by the Authority, and has been operated and maintained by the City pursuant to the terms and conditions of lease respectively set forth in the Connector's Agreements, and the Connector's Agreements have remained in effect beyond their respective initially stated duration terms, and the terms and duration thereof have been extended as the Township and Authority have undertaken further extensions and improvements of public water service within the Township.

where are these documents? EXH B?

12/18/04
12/18/04
12/18/04
12/18/04
12/18/04

E. The Authority and Township have anticipated and have been requested by the City and by citizens of the Township to consider undertaking further extensions of and improvements to public water service within the Township, and the parties, in order to accommodate consideration of construction of any additional extensions of or improvements to the Authority Water System, have previously confirmed the continued validity of and have extended the term of duration of each of the Connector's Agreements.

F. The Authority, in order to provide new capacity in the water service provided within the Township, intends to undertake the planning, design, construction and installation of a booster pumping station and related twenty-four (24) inch main ("Northwest Pumping Station/Main Project") as generally depicted in the conceptual plan attached to this Extension Agreement as prepared by ARRO Consulting, Inc. ("ARRO"), the consulting engineer to the Authority, which has a preliminary estimated cost as set forth in the cost estimate attached to this Extension Agreement as prepared by ARRO.

G. In order to accommodate the undertaking of the Northwest Pumping Station/Main Project by the Authority and the recoupment by the Authority of the cost thereof, the parties enter into this Extension Agreement to confirm the continued validity of and to extend the term of duration of each of the Connector's Agreements.

AGREEMENT

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. The Background Paragraphs set forth above shall constitute a part of this Agreement.

2. The parties again confirm that the Authority Water System, owned by the Authority, has been constructed in accordance with specifications acceptable to the City; that the Authority Water System has been accepted for operation and maintenance by the City; that the Authority Water System has been connected to the City Water System and has been operated and maintained by the City pursuant to the respective terms and conditions of lease previously provided for in the Connector's Agreements; and that the City shall continue to operate and maintain the Authority Water System upon the terms and conditions of lease set forth in the Connector's Agreements.

3. The parties again confirm that the Connector's Agreements remain valid and have remained continuously in effect to the date of this Extension Agreement, notwithstanding the initially stated duration terms of the Connector's Agreements or the provisions thereunder for termination upon recoupment of cost of the initial projects undertaken by the Authority and the Township thereunder, which duration terms and termination provisions are hereby again confirmed to have been rendered ineffective.

4. To accommodate the undertaking of the Northwest Pumping Station/Main Project, the duration terms of each of the Connector's Agreements are hereby further extended for a period of twenty (20) years from the date of this Extension Agreement and shall not expire or terminate until the end of such extension. 12/01/28

1985
2010

Robertson Rd
Tammam Pike
W.P. Tunnel

The 24
inch
3 mile long
well cost
\$300,000

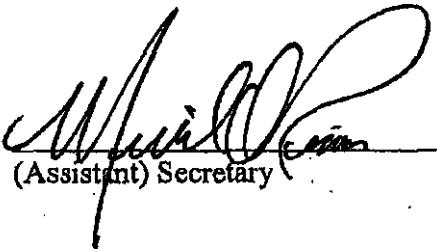
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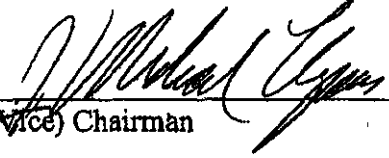
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From 12/11

5. During such extension of the terms of each of the Connector's Agreements: the Authority shall commence, within twenty-four (24) months of the date of this Extension Agreement, the planning and design of the Northwest Pumping Station/Main Project, and shall undertake and complete, with twenty-four (24) months thereafter, the Northwest Pumping Station/Main Project, which, upon completion, shall be a part of the Authority Water System, owned by the Authority and leased to the City for maintenance and operation pursuant to the terms of lease of the Connector's Agreements; and the parties will continue to review and discuss any further proposed improvement/extension projects within the Township and, following such review and discussion, the parties shall determine which, if any, such projects shall be undertaken by the Authority as improvements and extensions to the Authority water system, provided the cost thereof may be recouped by the Authority pursuant to the tapping fee provisions of the Act, and provided that the terms of the Connector's Agreement are extended, if necessary, to accommodate such recoupment.

Executed the day and year first above written.

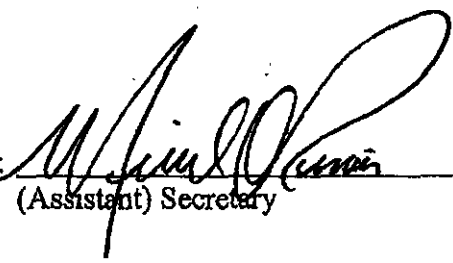
GENERAL MUNICIPAL AUTHORITY OF THE TOWNSHIP OF MANHEIM

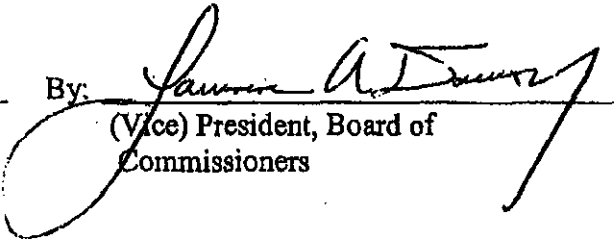
Attest: 
(Assistant) Secretary

By: 
(Vice) Chairman

(SEAL)

MANHEIM TOWNSHIP

Attest: 
(Assistant) Secretary

By: 
(Vice) President, Board of Commissioners

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CITY OF LANCASTER

Attest: Janet E. Spleen
City Clerk

By: [Signature]
Mayor

By: [Signature]
Controller

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SECRETARY'S BUREAU

C-2014-2435567

Commercial and industrial water customers will also see an increase in their water bills. More information about the impact of the proposed rate increase on these customers can be found in the City's Notice of Proposed Water Rate Changes and in the City's revised water tariff at Supplement No. 43 to Tariff Water-Pa. P.U.C. No. 6.

Q. 5.: How do the City's proposed rates compare to other water rates in Lancaster County?

A: Below is a chart showing the rates for residential water service in various Lancaster County communities. The rates shown in this chart are based on a residential property using 12,000 gallons/quarter.

Lancaster County Water Rate Survey

Usage = 12,000 Gallons

East Hempfield (Hempfield Water Auth)	\$36.00
Lititz Borough	\$42.00
New Holland Borough	\$52.00
East Earl Township	\$57.00
Denver Borough	\$60.00
Ephrata	\$63.15
Mount Joy Borough (3/4" Meter)	\$67.80
Warwick Township	\$68.31
East Petersburg	\$76.38
Lancaster City Outside - Proposed (3/4" and 1" Meter)	\$78.84
Penn Township	\$79.20
Mount Joy Township	\$81.95
Elizabethtown Borough & West Donegal Twp.	\$102.95
Columbia Water Company	\$105.69

LANCASTER CITY OUTSIDE (1" METER)

\$113.74

- 44.3% higher than 3/4" RATE
THIS WOULD BE THE HIGHEST
RATE IN LANCASTER COUNTY
(216% HIGHER THAN E. HEMPFIELD)

Q. 6.: How can I find out more about the City's rate filing?

A: More detail about the rate increase filing is included in a document titled Supplement No. 43 to Tariff Water-Pa. P.U.C. No. 6. This document provides detailed information about the proposed rates, including customer and consumption charges, and charges for fire lines (sprinkler systems), meter testing and service reconnection. The Tariff also provides rules and regulations for, among other things, dealing with disputed accounts and discontinuance of service.

For more detailed information on your rights relating to the City's filing, please refer to the City's Notice of Proposed Water Rate Changes. One can also contact the City of Lancaster's Customer Service office at (717) 735-3425 or go to the City Clerk's office to view a copy of the filing.

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(COMPANY NAME)

Tariff Water - Pa. P.U.C. No. 1
Original Page No. 4

PART I: SCHEDULE OF RATES AND CHARGES

Section A - Rates for Metered Service

1. Customer Charge: Each customer will be assessed a customer service charge based upon the size of the customer's meter as follows:

<u>Meter Size</u>	<u>Customer Charge</u>	
	<u>Per Month</u>	<u>Per Quarter</u>
5/8 inch	\$ _____	\$ _____
3/4 inch	\$ _____	\$ _____
1 inch	\$ _____	\$ _____
1 1/4 inch	\$ _____	\$ _____
1 1/2 inch	\$ _____	\$ _____
2 inch	\$ _____	\$ _____

2. Consumption Charge: In addition to the customer charge, the following water consumption charges will apply:

<u>Per Month</u>	<u>Consumption Per Quarter</u>	<u>Rate per 1000 Gals.</u>
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Section B - Fire Protection Rates

1. Private Fire Protection: A customer charge for private fire protection service will be assessed as follows:

<u>Size of Connection</u>	<u>Customer Charge Per Quarter</u>
2 inch	\$ _____
3 inch	\$ _____
4 inch	\$ _____
6 inch	\$ _____

In the event of fire or testing, consumption charges shall be billed in accordance with the rates for water consumption.

2. Public Fire Protection: For public fire protection, the charge shall be \$ _____ per hydrant per year.

Section C. Returned Check Charge

A charge of \$ _____ will be assessed any time where a check which has been presented to the Company for payment on account has been returned by the payor bank for any reason.

Issued: (Issued Date)

Effective: (Effective Date)

EXTENSION OF MUNICIPAL CONNECTOR'S AGREEMENTS

Extension agreement made as of June 28, 2004, by and between the CITY OF LANCASTER ("City"), a third class City of the Commonwealth of Pennsylvania, the GENERAL MUNICIPAL AUTHORITY OF THE TOWNSHIP OF MANHEIM ("Authority"), a municipal authority organized and existing under the Municipalities Authority Act, as amended ("Act"), and MANHEIM TOWNSHIP ("Township"), a first class Township of the Commonwealth of Pennsylvania.

BACKGROUND

A. The Authority is the owner of public water supply system improvements and facilities ("Authority Water System") which have been constructed by the Authority, or dedicated to the Authority upon extension by others, pursuant to a Municipal Extenders Agreement made, initially, between the City and the Township, as connector, dated as of December 18, 1984 ("1984 Agreement"), Township's rights and obligations as connector under the 1984 Agreement having been assigned to the Authority by Township as permitted by the 1984 Agreement, and pursuant to a Municipal Extenders Agreement made between the City and the Authority, as connector, dated as of September 30, 1985 ("1985 Agreement"). The 1984 Agreement and the 1985 Agreement being collectively referred to as the "Connectors Agreements".

B. The Authority undertook construction of the initial portions of the Authority Water System, as initially described in the Connector's Agreements, in order to provide public water service to areas within the Township not served by the public water supply system ("City Water System") then owned by the City of Lancaster Authority ("City Authority") and then operated and maintained by the City, the City having then advised the Township that it was not in a position to undertake construction of the necessary extensions of the City Water System to provide such service, but offering to permit the Township and Authority to undertake such extensions and to recoup the cost of doing so by means of the Connectors Agreements. The City is now the owner and operator of the City Water System, the City having acquired ownership of the City Water System from the City Authority.

(EXH B?) C. The Authority Water System, as presently constructed, is as described in and as shown on the plans of the Authority and the Township.

D. The Authority Water System, as constructed, over time, has been accepted for operation and maintenance by the City, has been connected to the City Water System, has been leased to the City by the Authority, and has been operated and maintained by the City pursuant to the terms and conditions of lease respectively set forth in the Connector's Agreements, and the Connector's Agreements have remained in effect in its initial stated terms, and the terms thereof have been extended as the Township and Authority have undertaken further extensions of public water service within the Township.

E. The Authority and Township have been and anticipate being requested by the City and by citizens of the Township to consider undertaking further extensions of and improvements to public water service within the Township.

F. The parties, therefore, in order to accommodate consideration of construction of any additional extensions of or improvements to the Authority Water System, desire to confirm the continued validity and an extension of the term of each of the Connector's Agreements.

AGREEMENT

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. The Background Paragraphs set forth above shall constitute a part of this Agreement.
2. The parties confirm that the Authority Water System, owned by the Authority, has been constructed in accordance with specifications acceptable to the City; that the Authority Water System has been accepted for operation and maintenance by the City; that the Authority Water System has been connected to the City Water System and has been operated and maintained by the City pursuant to the respective terms and conditions of lease previously provided for in the Connectors Agreements; and that the City shall continue to operate and maintain the Authority Water System upon the terms and conditions of lease set forth in this Agreement.
3. The initial terms of each of the Connector's Agreements are hereby extended for a period of ninety (90) days from the date of this Extension Agreement.

Executed the day and year first above written.

GENERAL MUNICIPAL AUTHORITY
OF THE TOWNSHIP OF MANHEIM

Attest: [Signature]
(Assistant) Secretary

By: [Signature]
(Vice) Chairman

(SEAL)

MANHEIM TOWNSHIP

Attest: [Signature]
(Assistant) Secretary

By: [Signature]
(Vice) President, Board of
Commissioners

CITY OF LANCASTER

Attest: [Signature]
City Clerk

By: [Signature]
Mayor

By: [Signature]
Controller

MUNICIPAL CONNECTOR'S AGREEMENT

This Agreement, made ~~September~~^{December 18, K.E.Z}, 1984, by and between the CITY OF LANCASTER, a third class city of the Commonwealth of Pennsylvania, hereinafter called the "City" and TOWNSHIP OF MANHEIM, a first class township of the Commonwealth of Pennsylvania hereinafter called the "Connector", witnesseth:

Background: Connector desires to have a public water supply system available to certain lands and it is willing to construct and pay for the distribution system and the City is willing to supply and sell the water after the lines are hooked up. Article 957 of the Certified Ordinances of the City of Lancaster provide for the extension of the city water mains.

The parties, intending to be legally bound, are agreed as follow;

1. Connector will lay a water main being more fully described in "Exhibit A" hereto attached and located as shown on the plot plan hereto attached as "Exhibit B."

B
not
attached

2. Connector will lay said water line in accordance with the plans and the specifications of the City. Connector will pay all costs and expenses incurred in the construction of said water main.

3. City shall reimburse Connector for the difference in the cost between the twelve (12) inch water line required by the Connector and the sixteen (16) inch water line requested by the City which contribution shall be deducted from total cost as hereinafter defined.

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4. City will permit the Connector to connect said water main to the existing City water main as described in "Exhibit A" hereto attached and located as shown on "Exhibit B" hereto attached.

(?)
(NOT ATTACHED)

5. Upon completion of said water line and final testing and sterilization thereof, Connector will submit to City an application for acceptance in such form as City may from time to time prescribe. The City will accept said line, if it has been laid in accordance with its specifications and all orders of the City with respect thereto have been carried out. The total cost thereof, including engineering, legal and financing charges shall be reported to the City at the time of acceptance. Upon acceptance by the City, the Connector will thereupon lease the water line to the City on the terms and conditions hereinafter set forth.

LEASE

6. The parties hereto will certify the date or dates when the aforesaid water line has been accepted and put into service by the City and the Connector hereby leases the same to the City for a period of 20 years from such date or dates on the terms and conditions herein set forth.

Change 1/6
3/5/12
14 9/20/12
Agreement

7. The City will operate said water line as a part of its water supply system and serve water to all consumers connected thereto at the rates for water use established by the City in effect from time to time in such area. The City will pay all

the above
City rates or
PUC approved rates
✓

24-103-500
see PUC file
Exhibits and file
3/12/12 Also enclosing the
(Also see Customer
Service file 112)

costs of maintaining, repairing, and replacing said line during the term of the lease.

8. During the term of the lease, the City will not permit any person, other than the Connector, to connect to said water line except upon the written approval of Connector. Connector may set whatever fees it desires to enable individuals or developers to connect to said line and shall collect and keep said fees. Such collections shall be reported to the City at the time the written approval is submitted. Connector will defend, indemnify, hold and save harmless City of and from any and all claims or actions before the Pennsylvania Public Utility Commission or any court of competent jurisdiction brought by any party that may challenge any action taken by the City in fulfillment of its obligations to Connector under this section.

9. If the total cost has been recovered prior to 20 years from the date when the line was placed in service, the lease shall terminate at the time of the recovery of such cost. If the said total cost has not been recovered within 20 years from the date when the line was placed in service, it shall terminate in all events, at the end of said 20 year period and the right of the Connector to recover any more costs shall cease.

10. Upon termination of the lease, the Connector shall dedicate the water line to the City of Lancaster Authority and it shall thereupon become a part of the water distribution system owned by said Authority.

all 2014
changed to
25 years
(plus extensions)

11. The City shall have the right at all times to make connections to the line of the Connector and lay additional water mains at its own cost, without the payment of any connection fee to the Connector provided that such extensions and additions so made by the City are solely for the improvement of its water service and no consumers are connected thereto.

12. The City understands that the Connector may assign all of its rights and powers under this agreement to the General Municipal Authority of Manheim Township and the City hereby agrees to such assignment on the condition that the Connector remain liable for its duties and obligations of this agreement.

EXECUTED, the day and year first above written.

TOWNSHIP OF MANHEIM

ATTEST: James M. Martin
Secretary

BY: Michael F. Donnelly
President

(SEAL)

CITY OF LANCASTER

ATTEST: Joyce Williams
12/14/84 City Clerk

BY: Arthur E. Morris
Mayor

(SEAL)

Approved: Kenneth E. L...
City Engineer

C-2014-2435567

EXHIBIT A

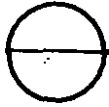
Municipal Connector's Agreement
between
Township of Manheim, Lancaster County, PA
and
City of Lancaster, PA
12-18-84
Description of Water Main

The proposed water main will consist of a 16-inch diameter ductile iron pipe together with valves, fire hydrants and appurtenances.

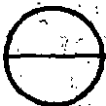
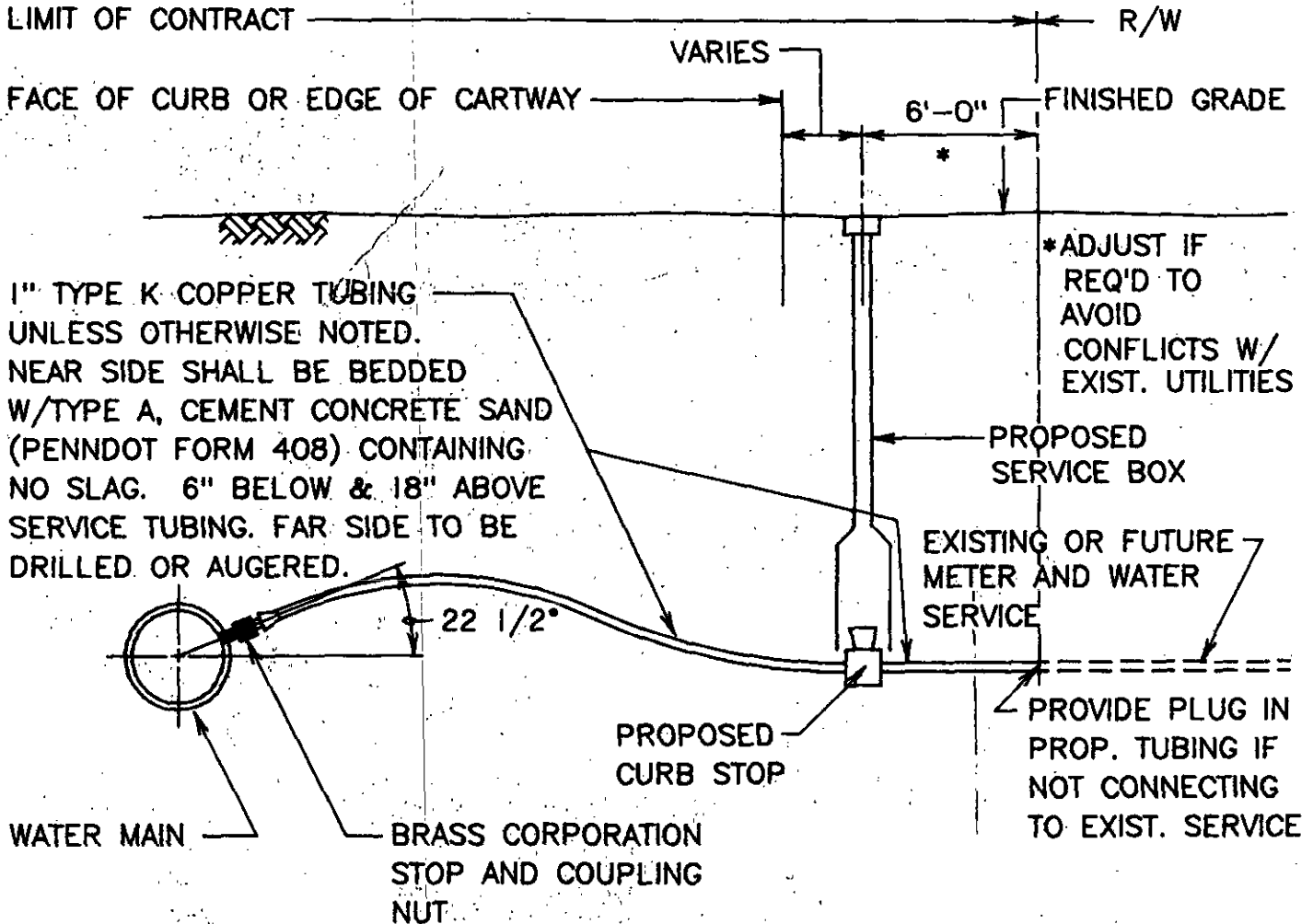
The water main will connect to the existing water distribution system at the intersection of Delp Road and Fruitville Pike and will extend in a northerly direction along Fruitville Pike a distance of approximately 9,438 lineal feet, terminating at a point in Fruitville Pike located approximately 1,275 lineal feet north of Koser Road. A second portion of the water main begins at the intersection of Fruitville Pike and Koser Road and extends eastwardly along Koser Road a distance of approximately 6,100 lineal feet to Old Koser Road; thence along Old Koser Road a distance of approximately 370 lineal feet connecting to an existing 16-inch diameter water main.

The proposed water main is shown in detail on plans prepared by Huth Engineers Inc., Lancaster, PA and identified as Drawing No. S-1593, Sheets 1 through 16.

HORIZ. RESTRAINT THRUST BLOCKING DETAIL - ELBOWS



NO SCALE



WATER SERVICE LINE INSTALLATION

NO SCALE

MT RTK 2/3/18 # 2013-095

EXH FPK 16
(cont'd)
C-2014-2435567

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ISSUED

MAY 9 1989

GENERAL
DETAILS

CLIENT
GENERAL MUNICIPAL AUTHORITY
OF THE
TOWNSHIP OF MANHEIM

PROJECT
WATER SYSTEM IMPROVEMENTS
MISSION HILLS / FOX CHASE
CONTRACT NO. 1-86

DATE	SHT. NO.
APR. 86	28 OF 29
JOB NO.	DWG. NO.
L85-706	MT-146

C-2014-2535567

RE Interrog. 3+4 SET 1
2, 3+4 SET 2

Exhibit D IX-5

CITY OF LANCASTER
WATER UTILITIES

*RESPONSES TO QUALITY OF SERVICE
FILING REQUIREMENTS*

5. Indicate whether the company is in compliance with 52 Pa. Code, § 65.4(b) regarding complete and current mapping of the entire distribution or collection system.

RESPONSE

Mapping of the distribution system is on an electronic geographical information system. In 2012 the City hired a GIS analyst to maintain the electronic mapping system. The City maintains hard copies of all system maps and records. Updates to the electronic mapping system are provided with each new addition to the system, and a hard copy is archived and maintained.

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12/19/18 HEARING EXHIBIT F

WATER CASE ADDENDUM TO WRITTEN TESTIMONY C-2014-2435567

PA PUBLIC UTILITY COMMISSION
EXH FDK 18 SECRETARY'S BUREAU

Both of the Municipal Connector's Agreements made between the City of Lancaster Water Department (City) and the Township of Manheim/General Municipal Authority (Connector) made on 12/18/84 and 9/30/85 specified in paragraph 2 that "Connector will lay such water line in accordance with the plans and specifications of the City." (See EXHS FDK 14 and 15 for the 12/18/84 agreement and EXHS FDK 3 and 3.1 for the 9/30/85 agreement.)

At the time these Municipal Connector's Agreements were made it appears that there was no specific ordinance adopted by either the City or the Township of Manheim/General Municipal Authority related to the construction of the new water system in Manheim Township. Subsequently, on 11/11/85, Manheim Township enacted Ordinance 1985-20, an ordinance requiring connection to the water system of the General Municipal Authority of the Township of Manheim. This ordinance provided general information on Definitions (Section 1), Connection to water system (Section 2) and Penalties, Effective date and Severability. In Section 2.c it stated that "all connections to the Water System shall be made in compliance with the applicable ordinances, resolutions and regulations as may from time to time be enacted, adopted or promulgated by the City and/or by the Authority. It appears that the only information relating to the connections to the water system was included in the contracts (ie. 1-86) and specifications manuals relating to the water system improvements and files maintained by the City who initiated such specifications.

These City specifications were included in Contract I-86 dated May 1986 prepared by Huth Engineers, Inc. and defined the scope of work to be provided by Rogele, Inc. (Contractor) for the General Municipal Authority of the Township of Manheim (Owner) pursuant to an agreement dated 6/20/86 (which covered the specifications for water improvements for the Mission Hills/Fox Chase communities of Manheim Township). Similar separate agreements were made between the parties for the four other Manheim Township community groupings included in the Exhibit A of the Municipal Connector's Agreement dated 9/30/85.

Paragraph 5 of the 12/18/84 Agreement and paragraph 4 of the 9/30/85 Agreement states that "upon completion of each of the said water lines and final testing and sterilization thereof.....the City will accept each of said lines, if it has been laid in accordance with the specifications and all orders of the City with respect thereto have been carried out". Completion occurred when the 1" size customer service line was connected between the water transmission main to the corporation curb stop and a plugged extension of 1" size customer service line of approximately 6 feet was connected to the corporation curb stop. This plugged extension was apparently replaced with a 1" size copper service line from the corporation curb stop (box) to the meter in the form of a continuous piece with no joints (per page 18, Manheim Township Improvements and Specifications Manual, Procedures, Materials and Specifications – Water Distribution System, June 1988). See EXH FDK 16 for the diagram for the water system line installation.

The Connector (Manheim Township/General Municipal Authority) verified the water system connections from the water transmission main lines to the corporation curb stop. The City verified the connection from the corporation curb stop to the customer's water meter and apparently waived the 1" size

WATER CASE ADDENDUM TO WRITTEN TESTIMONY

customer service pipe requirements and allowed a ¾" size customer service pipe when requested by the customer.

The above information conflicts with Respondent's Mr. Patrick Hopkin's information provided to Complainant and mentioned in the Certificate of Satisfaction filed on 8/11/17 that "Manheim Township required (and has since from the mid-1980s) that all residential connections, such as Mr. Kitzmiller's, be made with a 1" service line". As noted above, it was actually Lancaster City's requirement mandated to Manheim Township and Lancaster City could waive this 1" service line requirement if requested by the customer.

In addition to the above misstatements in the Certificate of Satisfaction, Respondent stated that subsequent to Mr. Hopkins's information being provided to Mr. Kitzmiller, Mr. Kitzmiller filed a Formal complaint in the City's rate base proceeding. The facts are clear that such Formal Complaint was filed on 7/11/14 which was about 2 months prior to the 9/9/14 date that Mr. Hopkins provided his information to Mr. Kitzmiller in connection with a Right-To-Know request made to Lancaster City by Mr. Kitzmiller on 7/31/14.

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FOOTNOTE TO EXHIBIT EXH FDK 18

C-2014-2435567

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SECRETARY'S BUREAU

Exhibit EXH FDK 18 was included in the 9/13/18 filing of Addendum to the Hearing Testimony at the 9/20/18 hearing which was cancelled and eventually completed on 12/19/18. This exhibit EXH FDK 18 provided information for item 12 of the Addendum which provided additional information to page 9 at end of the first paragraph of the written hearing testimony. This first paragraph on page 9 discussed the use of a 1" size water meter rather than a 3/4" size water meter.

Exhibit EXH FDK 18 information indicated that there was no Manheim Township ordinance at the time of the construction of the Lancaster City Water Department water system in Manheim Township which provided for the mandatory use of 1" size service lines in lieu of the normal 3/4" size service lines. The first Manheim Township ordinance to include the mandated 1" size service lines was enacted in 1998 near the time when various international construction codes were being consolidated and the State of Pennsylvania was establishing its Uniform Construction Code. Information on this consolidation activity and the various codes which ultimately resulted in Manheim Township (and City of Lancaster) to enact construction codes follows.

Beginning in 1994, various separate building codes (such as Building Officials Code Administration {BOCA} which were used on the East coast and Midwest of the U.S. and other codes which were used in the Southeast and Pacific coast and across the middle of the U.S.) were merged into a grouping of International Construction Codes which were established and monitored and updated by the International Code Council.

These codes were adopted, with certain modifications, by various states of the U.S., including PA which has a state building code known as the PA Uniform Construction Code which was adopted in 1999.

The PA Uniform Construction Code was adopted (Opt In) by the various municipalities of PA consisting of counties, cities, townships and boroughs including Manheim Township (6/14/04 Opt In) and City of Lancaster (7/8/04 Opt In).

The PA Construction Code consists of the following:

1. International Residential Code (established in 2000). This is a comprehensive stand-alone residential code that creates minimum regulations for one-and two-family dwellings of three stories or less. It brings together all building plumbing, mechanical, etc. provisions for one-and two-family residences. For existing structures, the legal occupancy of any existing structure existing on the date of adoption of this code shall be permitted to continue without change subject to minor exceptions. (R 102.7),
2. International Building Code (established in 2000). This applies to all structures in areas where adopted, except for one-and two-family dwellings and certain townhouses (which are governed by the International Residential Code). Parts of the International Building Code reference other codes including the International Plumbing Code. If a municipality adopts the International Building Code it also adopts those parts of the other codes referenced by the International Building Code.
3. International Plumbing Code (established in 1995). This is a plumbing code and standard which sets minimum requirements for plumbing systems in their design and function. The International Plumbing Code is the most widely used plumbing code in the U.S. and

4. Other Codes, established at various dates.

On Friday, 1/15/19, Complainant met with Andrew S. Bowman, a 20-year employee of Manheim Township's Code Compliance department who now heads the department. The purpose of the meeting was to determine the origin of the Manheim Township ordinance to require a 1" size service line in lieu of the normal 3/4" size service line. Mr. Bowman stated that the initial ordinance was Ordinance 1998-7 which was enacted on 2/9/98 and adopted the 1995 International Plumbing Code and the 1996 BOCA National Building Code with certain amendments, including an amendment to Section 604.1 (currently Section 603.1) water service pipe to insert 1" in place of 3/4" in the second sentence and adding the following "water service pipe installed after a Lancaster City Water Authority meter shall conform to Section 604 and Table 606.4" (These amendments were part of the other amendments that were considered to be "Pre July 1, 1999 Amendments" on the listings of municipal elections and contact information on the PA Department of Labor and Industry website.

Mr. Bowman provided a copy of the immediate prior Ordinance (1990-17, enacted 8/13/90) which amended prior ordinances and adopted the BOCA National Plumbing Code, Eighth edition, 1990, and repealing any prior, inconsistent or related ordinances or regulations and consisted of 15 pages. A review of the contents of Ordinance 1990-17 indicated that there was no adoption of a 1" size service line as compared to the normal 3/4" size service line.

On 6/14/04 Manheim Township enacted Ordinance 2004-8 which amended certain technical provisions of the International Codes incorporated in the PA Uniform Construction Code which had previously been adopted by Manheim Township. Ordinance 2004-8 included amendments to Section P2903.7 of the International Residential Code and Section 603.1 of the International Plumbing Code to insert 1" in place of 3/4" as the size of the service pipe. (Ordinance 2004-8 is a public document accessible on the Manheim Township website>Code Compliance>Building and Code Enforcement Ordinances>Ordinance 2014-8).

The PA Department of Labor and Industry website listing referred to above also indicates that Lancaster City has also adopted, on 7/8/04, the PA Construction Code Act as amended from time to time pursuant thereto. Information on this adoption by Ordinance 12-2004 was found on the City of Lancaster, PA website at "Government>City Code>Chapter 116, Construction Codes, Uniform".

In Section 116-4.2, Technical Amendments to International Residential Code (added 5/14/14 by Ordinance No 4-2014), Item O states that Section P2903-7, size of water service mains, branch mains and risers, is amended in the first sentence by inserting "one" in place of "3/4" for all new single-family and converted dwellings from single-family to two or more units. This conflicts with the Manheim Township Technical Amendment to Section P2903-7 which does not limit the application solely to new dwellings in Manheim Township. Lancaster City must have realized that older existing homes with 1/2" interior distribution pipes would not benefit from their required 1" service line pipe and made the modification of the amendment to recognize this.

Manheim Township had no choice and had to follow the Lancaster City Water Department mandate to have 1" size service lines for all dwellings, both new and existing dwellings, connected to the Lancaster City Water Department System.

In Section 116-4.7, Technical Amendments to the International Plumbing Code (added 5/14/14 by Ordinance no. 4-2014), Item G, Section 603.1, water service pipe, is amended by inserting "one" in place

of "3/4" in the second sentence. This appears to relate solely to structures other than the residential units described above and is consistent with the wording of the Manheim Township Technical Amendment to section P2903-7 and Section 603.1 which was required to comply with the City of Lancaster requirements relating to Manheim Township's construction of the Lancaster City's water system in Manheim Township.

It was noted that in Respondent's testimony at the 12/19/18 Hearing, Patrick Hopkins stated that "he believed that Manheim Township may be the only municipality in the service area that has this requirement, I don't know what the rationality requirement is: but that's what's in the code".

It appears that Respondent was not aware of Respondent's mandated requirement that Manheim Township use a 1" size service line in connection with the Manheim Township construction of Respondent's water system located in Manheim Township or that Lancaster City had almost identical requirements.

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VERIFICATION

I, Frank D. Kitzmiller, Complainant in the Case Docket No. C-2014-2435567, Frank D. Kitzmiller v. City of Lancaster Water Department, hereby state that the facts set forth in the foregoing Petition to Re-Open the Record and for Admission of Late-Filed Exhibits E, F and G to the 12/19/18 Hearing Testimony are true and correct to the best of my knowledge, information and belief.

I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 (relating to unsworn falsification to authorities).

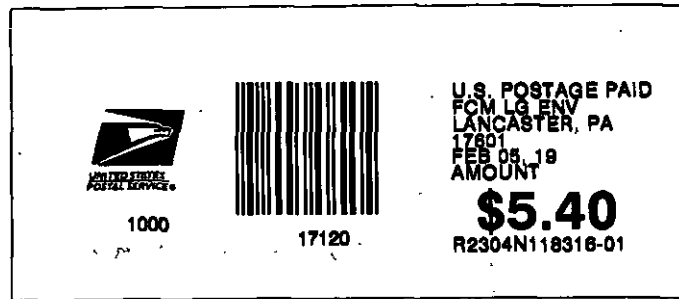
Date: February 5, 2019

Frank D. Kitzmiller

Frank D. Kitzmiller

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KITZMILLER
1041 PRESTON RD
LANCASTER PA 17601



ROSEMARY CHIAVETTA, SECRETARY
PA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING, 2ND FLOOR
400 NORTH ST.
HARRISBURG PA ~~17100~~ 17120