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File #: 178043

A 2019-3014022

November 1, 2019

VIA HAND DELIVERY

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

DOCUMENT
FOLDER

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2019 NOV - 1 PM 3:21
PA PUC
SECRETARY'S BUREAU
FRONT DESK

Re: In the Matter of the Application of The York Water Company, Under Section 1102(a)(1) of the Public Utility Code, for approval of the right of The York Water Company to begin to offer or furnish wastewater service to the public in a portion of Straban Township, Adams County, Pennsylvania
Docket No. A-2019-

Dear Secretary Chiavetta:

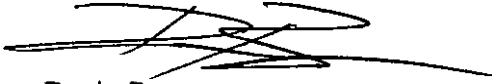
Enclosed please find the Application of The York Water Company, Under Section 1102(a)(1) of the Public Utility Code, for approval of the right of The York Water Company to begin to offer or furnish wastewater service to the public in a portion of Straban Township, Adams County, Pennsylvania.

Also enclosed is a check in the amount of \$350 for the filing fee.

Copies of the Application have been provided as indicated on the Certificate of Service.

Rosemary Chiavetta
November 1, 2019
Page 2

Respectfully submitted,



Devin Ryan

DTR/kl
Enclosures

cc: Certificate of Service

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PA PUC
SECRETARY'S BUREAU
FRONT DESK

CERTIFICATE OF SERVICE

A 2019-3014022

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

Sherri Clayton-Williams, AICP
Director of Planning and Development
Adams County Office of Planning
670 Old Harrisburg Rd., Suite 100
Gettysburg, PA 17325

Mark Guise
Utilities Manager
Gettysburg Municipal Authority
P.O. Box 3307
Gettysburg, PA 17325

Robin K. Crushong
Office Manager
Straban Township
1745 Granite Station Rd.
Gettysburg, PA 17325

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

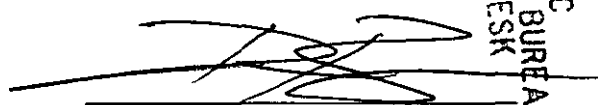
Bureau of Investigation and Enforcement
PA Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor West
Harrisburg, PA 17105-3265

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

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

Peter J. Martin P.E.
Community Development Manager
Amblebrook Gettysburg
CCD Rock Creek LLC
70 Presidential Circle, Box 7, Suite 2
Gettysburg, Pennsylvania 17325

Dated: November 1, 2019


Devin T. Ryan, Esq.

PA PUC
SECRETARY'S BUREAU
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time to time so as to include the 48 municipalities in which water service and five municipalities in which wastewater service is now being rendered as more fully set forth in Paragraph 4 hereof.

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

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

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

York Water now furnishes a supply of water to the public in the major portion of its franchised territory as hereinafter specified in Paragraph 4 hereof and wastewater service to portions of its franchised wastewater territory as hereinafter specified in Paragraph 4 hereof.

3(c). Amount of Stock and Bonds:

York Water has authorized, issued and outstanding as of June 30, 2019, 12,974,287 shares of Common Stock, with no stated par value. York Water has in force and effect an Optional

Dividend Reinvestment and Direct Stock Purchase and Sale Plan and an Employee Stock Purchase Plan.

There are also outstanding as of June 30, 2019, the following Senior Notes, Industrial Development Authority Revenue Refunding Bonds, Pennvest Loan and Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Bonds as follows:

10.05% Senior Notes, Series C, due 2020 (Securities Certificate No. S-900076 of 1990)	6,500,000
8.43% Senior Notes, Series D, due 2022 (Securities Certificate No. S-920287 of 1992)	7,500,000
1% Pennvest Loan due 2019 (Securities Certificate No. S-00980703 of 1998)	7,489
4.75% Exempt Facilities Revenue Bonds Series A of 2006, due 2036 (Securities Certificate No. S- 00061150 of 2006)	10,500,000
Variable Rate Exempt Facilities Revenue Bonds, Series 2008A, due 2029 (Securities Certificate No. S-00041015 of 2004)	12,000,000
4.50% Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Bonds, Series 2014, due 2038 (Securities Certificate No. S-2014-2405684 of 2014)	14,870,000
5.00% Monthly Senior Notes, Series 2010A, due 2040 (Securities Certificate No. S-2009-2122058 of 2009)	15,000,000
4.00% - 4.50% York County Industrial Development Authority Exempt Facilities Revenue Bonds, Series 2015, due 2029 – 2045 (Securities Certificate No. S-2014-2405684 of 2014)	10,000,000
4.54% Senior Notes, due 2049 (Securities Certificate No. S-2018-3006371 of 2018)	20,000,000

4. Location of Existing Service Area:

York Water is now furnishing water service to the public in the major portion of its franchised territory which contains therein all or portions of 48 municipalities for water service as follows: The City of York, the Boroughs of East Prospect, Glen Rock, Hallam, Jacobus, Jefferson, Loganville, Manchester, Mount Wolf, New Freedom, New Salem, North York, Railroad, Seven Valleys, Shrewsbury, Spring Grove, West York, York Haven and Yorkana, and the Townships of East Manchester, Manchester, Spring Garden, Springettsbury and West Manchester, and parts of the Townships of Codorus, Conewago, Hellam, Hopewell, Jackson, Lower Windsor, Newberry, North Codorus, North Hopewell, Paradise, Shrewsbury, Springfield, West Manheim, Windsor and York, all in the County of York and the Boroughs of Abbottstown and Carroll Valley, and parts of Berwick, Cumberland, Hamilton, Mount Pleasant, Oxford, Reading and Union Townships, County of Adams, Commonwealth of Pennsylvania. In addition, York Water is now furnishing wastewater service to the public in portions of East Manchester Township, portions of Lower Windsor Township, and the Boroughs of East Prospect, Jacobus, and West York, all of which are located in York County.

The water community served has an estimated population of approximately 199,000 as of December 31, 2018, with water furnished to 68,249 customers as of June 30, 2019. Of these there were 4,854 metered commercial (including apartment complexes) and industrial customers, 62,092 metered residential customers and 1,303 public and private fire protection customers. The wastewater community served has an estimated population of approximately 8,287 people with wastewater service furnished to 2,989 customers as of June 30, 2019.

All such water and wastewater service rendered to the public has been approved by virtue of the authority granted initially in York Water's Charter by Special Act of Assembly of February 8, 1816, and at various times subsequently by Certificates of Public Convenience duly

granted by the Pennsylvania Public Service Commission and by the Pennsylvania Public Utility Commission (“Commission”) under The Public Service Company Law, Public Utility Law or Public Utility Code of Pennsylvania.

5. Proposed Expansion of Service Territory:

York Water proposes to expand its service territory to begin to offer or furnish wastewater service to the public in a portion of Straban Township, Adams County, Pennsylvania. A map showing the location and boundary of the proposed expansion is attached as Exhibit “E.” A metes and bounds description of the expanded territory is included as Exhibit “F.” The additional proposed service area is not contiguous to York Water’s existing certificated service area and encompasses an area of about 1.22 square miles.

The purpose of this proposed expansion of York Water’s wastewater service territory is to enable York Water to serve additional customers; in particular, two thousand proposed dwelling units within an approved development called Amblebrook. York Water has proposed to expand its wastewater service territory to include the entire development and certain adjacent properties as requested by Straban Township.¹ The proposed additional certificated service area has been discussed with Straban Township, Adams County, and Gettysburg Municipal Authority (“GMA”) officials. Recommendation letters and recommended service area maps from the three entities are attached as Exhibit “G.”²

¹ By a separate Application filed concurrently with this Application, York Water also seeks approval to provide water service to the Amblebrook development.

² There is disagreement among Straban Township, GMA, and Adams County about further expansion of wastewater service beyond the bounds of the Amblebrook development. Although both Straban Township and Adams County support expansion outside the Amblebrook development, they disagree about the precise areas outside the development that should be provided with wastewater service. Further, in the letter signed on September 17, 2019, GMA states that it does not object to York Water providing wastewater service to the Amblebrook development only (see Exhibit “G” attached to the Application). After that letter was submitted, York Water’s understanding is that GMA also no longer objects to the Company providing wastewater service to the areas outside of the Amblebrook development that are included in the Company’s proposed wastewater service territory.

Following approval of this expansion, York Water will construct necessary facilities as described in a Developer Agreement, attached as Exhibit "H".³ This will be a "satellite system" and not be connected to York's other wastewater systems. Subsequent extensions of facilities within the proposed expanded service area will be undertaken in accordance with the attached Developer Agreement, attached as Exhibit "H". York Water will install individual water meters, read water meters, and render wastewater bills based on those readings monthly. York Water also will install an automated meter reading system as part of its proposed provision of water service to the development. York Water will charge its "East Prospect/Lower Windsor Area Rates" for wastewater in the territory covered by this Application. Currently, there are no homes built in the development.

The area contained in this expansion request is near GMA's current wastewater service area. GMA has been notified of York Water's intent to include this area in York Water's certificated wastewater service area. GMA informed York Water that it has no objection to the proposed wastewater service area. GMA has no existing facilities located within this proposed expansion area, and its closest wastewater facility is about 0.01 miles north and east of the proposed certificated service area.

6. Additional Capital Requirements:

York Water's initial capital requirements for this expansion consist of the costs to initiate construction of wastewater (sewer) facilities in the initial phase of the development as follows:

³ The Company does not seek, and is not required to obtain, Commission approval of the Developer Agreement.

<u>Item</u>	<u>Est. Qty</u>	<u>Est. Price</u>	<u>Sub-Total</u>	<u># Houses</u>
Sewer Pipes (Section A) and manholes Dutchland 100,000 GPD WWTP	18,207	\$70	\$1,274,490	
Control Building sitework, pumps, etc, permits, engrg	1	\$1,200,000	\$1,200,000	
	1	\$915,000	<u>\$915,000</u>	
Sewer Works Total			\$3,389,490	
Phase 1 10% contingency			<u>\$339,000</u>	
Phase 1 total and Letter of Credit:			\$3,728,490	

In sum, the total estimated initial investment for wastewater facilities is \$3,728,490. The current estimated cost of water and sewer facilities for all five phases of the development is \$16.8 Million. In accordance with the proposed Developer Agreement, the developer will post an irrevocable letter of credit ("ILOC") for the full cost of water and wastewater facilities for each phase as developed and subsequently will be entitled to a reduction in the ILOC from York Water calculated in accordance with the Developer Agreement (Exhibit "H"). Any costs will be provided by York Water's internally generated funds, proceeds from the issuance of common stock under York Water's dividend reinvestment and direct stock purchase and employee stock purchase plans, and, if necessary, borrowings against York Water's lines of credit.

7. Plant in Service:

Attached as Exhibit "A" is a summary, by major plant category, of used and useful plant in service of York Water as of June 30, 2019.

Exhibit "B" is a balance sheet of York Water as of June 30, 2019, which provides the capitalization of the Company.

8. Map of Service Area:

Attached as Exhibit "D" is a map showing York Water's current water and wastewater service territory and the proposed wastewater service expansion. A map of the proposed York Water

wastewater service territory is included in Exhibit "E." York Water proposes that the additional wastewater service territory include the parcels as depicted. The metes and bounds description of the expanded wastewater service territory is included as Exhibit "F."

9. Future Capacity:

The proposed expansion will be serviced by a package wastewater treatment plant with an ultimate design capacity of 270,000 gallons per day ("GPD") and a built out demand for 2,000 customers of 225,000 GPD. Therefore, there will be adequate wastewater treatment capacity for the proposed development.

10. Rates for Service:

York Water will charge its "East Prospect/Lower Windsor Area Rates" for wastewater in the territory covered by this Application. Those rates are found in the Tariff and Rates of Applicant effective March 1, 2019 (Supplement No. 8 to Water-Pa. P.U.C. No. 1) for wastewater, or such later rates which may hereafter be approved by the Commission.

11. Profit and Loss Statement:

Attached as Exhibit "C" is a Statement of Income of York Water for the 12 months ended June 30, 2019.

12. Compliance with DEP Requirements:

The Company is not required to comply with 25 Pa. Code § 109.503(a)(3), and no business plan is required.

13. Potential Competitive Condition:

No corporation, partnership, or individual is now furnishing or has corporate or franchise rights to furnish service similar to that to be rendered by York Water in the territory covered by this Application, and no competitive condition will be created. As explained previously, GMA has wastewater facilities approximately 0.01 miles from the proposed development. The developer

previously approached GMA about providing service to this development, and the parties were unable to come to an agreeable solution for water or wastewater service. The developer then applied to DEP for the construction of community water and wastewater systems for this development. The developer has already received approval from DEP and has obtained construction permits for the construction of the water and wastewater systems within the development. Upon approval of this Application, the developer will transfer the permits to York Water.

14. Facilities for Furnishing Service:

York Water will initially construct wastewater (sewer) facilities as follows, and in accordance with the Developer Agreement (Exhibit "H"), additional facilities will be constructed for future phases to provide service to 2,000 customers:

<u>Item</u>	<u>Est. Qty</u>	<u>Est. Price</u>	<u>Sub-Total</u>	<u># Houses</u>
Sewer Pipes (Section A) and manholes Dutchland 100,000 GPD WWTP	18,207	\$70	\$1,274,490	
Control Building sitework, pumps, etc, permits, engrg	1	\$1,200,000	\$1,200,000	
	1	\$915,000	<u>\$915,000</u>	
Sewer Works Total			\$3,389,490	
Phase 1 10% contingency			<u>\$339,000</u>	
Phase 1 total and Letter of Credit:			\$3,728,490	

15. Approval's Necessity and Propriety:

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

(a) The developer has a need for water and wastewater service to serve a projected 2,000 homes in the proposed development. The developer could not reach agreement for extension of water and sewer service by GMA. The developer also considered constructing the necessary water and wastewater facilities and applying to the Commission for a certificate of public convenience to offer regulated water and wastewater services to the 2,000 customers. That application would have created a new Commission-regulated water and wastewater utility, which would have had no experience in owning, operating, and maintaining a water and wastewater system in Pennsylvania. The developer's agreement to have York Water construct and operate the facilities will ensure that the customers are served by a dedicated, experienced, and locally-owned water and wastewater utility with over 200 years of experience.

(b) York Water's existing facilities and resources are nearby and can provide a rapid and local response; and

(c) York Water has the managerial and technical capacity to comply with the requirements of both the United States and Pennsylvania Safe Drinking Water Acts, the benefits of which are thereby assured to the proposed customers.

16. Notification to Customers:

On March 7, 2019, York Water entered into a facilities extension agreement with the owner of the Amblebrook development. See Exhibit "H" attached to this Application.

WHEREFORE, Applicant requests that the Pennsylvania Public Utility Commission issue a Certificate of Public Convenience under the provisions of Section 1102(a)(1) of the Public Utility Code evidencing the approval of the Commission for The York Water Company to expand its wastewater service territory to include a portion of Straban Township, Adams County, Pennsylvania.

ATTEST:

Joseph J. Blum
Secretary

THE YORK WATER COMPANY

By [Signature]
President and CEO

By [Signature]
Counsel for THE YORK WATER COMPANY

**THE YORK WATER COMPANY
UTILITY PLANT**

	As of
	<u>June 30, 2019</u>
Organization	\$ 5,302
Franchises and consents	4,918
Water rights	39,972
Reservoir land	858,813
Power and pumping land	1,078,522
Purification land	26,734
Transmission & distribution land rights-of-way	123,427
Distribution reservoir and standpipe land	621,756
Office land	115,023
Stores, shop and garage land	135,845
Collecting and impounding reservoirs	4,640,398
Lake, river and other intakes	3,683,677
Wells and springs	50,350
Supply mains	8,350,917
Other water source structures	241,137
Power and pumping structures	14,768,366
Purification buildings	3,118,646
Office buildings	1,357,484
Stores, shop and garage buildings	2,910,226
Miscellaneous structures and improvements	394,014
Power generation equipment	2,719,883
Oil engine pumping equipment	1,858,676
Electric pumping equipment	4,018,406
Scada system	698,223
Purification system	20,011,074
Distribution reservoirs and standpipes	22,111,393
Mains and accessories	191,419,682
Services	45,566,295
Meters	19,491,309
Fire hydrants	8,539,324
Backflow preventors	494,740
Office furniture and equipment	10,052,841
Transportation equipment	1,638,314
Stores equipment	109,224
Shop equipment	67,395
General equipment	671,595
Tractor	34,371
Laboratory equipment	62,890
Construction equipment	131,283
Communication equipment	2,501,124
Miscellaneous equipment	450,810
Wastewater pumping land	7,170
Wastewater treatment land	144,503
Wastewater treatment structures	371,879
Wastewater power generation equipment	203,705
Wastewater collection sewers	1,523,466
Wastewater services	321,723
Wastewater pumping equipment	400,442
Wastewater treatment and disposal equipment	841,148
Wastewater monitoring equipment	79,266
Wastewater detention pond	2,682
Wastewater outfall lines	10,963
Wastewater office computer	80,265
Wastewater transportation equipment	74,009
Wastewater shop equipment	16,121
Wastewater communication equipment	132,693
Wastewater miscellaneous equipment	11,906
Total Utility Plant in Service	<u>\$ 379,396,320</u>
Construction work in progress	10,293,258
Utility plant acquisition adjustment	(3,078,978)
TOTAL UTILITY PLANT	<u>\$ 386,610,600</u>

**THE YORK WATER COMPANY
BALANCE SHEET**

As of
June 30, 2019

ASSETS

UTILITY PLANT:

Utility Plant, at original cost	\$386,610,600
Less-Reserve for depreciation	81,594,955
	305,015,645

OTHER PHYSICAL PROPERTY:

Less-Reserve for depreciation	702,439
-------------------------------	---------

CURRENT ASSETS:

Cash and cash equivalents	(1,427,943)
Accounts receivables, less reserves	4,475,485
Unbilled revenue	2,273,500
Materials and supplies, at cost	980,993
Prepaid expenses	1,420,899
	7,722,934

OTHER LONG-TERM ASSETS:

Notes receivable	255,481
Deferred regulatory assets	32,660,006
Other	3,945,422
	36,860,909

\$350,301,927

**THE YORK WATER COMPANY
BALANCE SHEET**

As of
June 30, 2019

CAPITALIZATION AND LIABILITIES

CAPITALIZATION:

Common stock, no par value	\$82,183,112
Earnings retained in the business	46,930,442
	129,113,554

Long-term debt	98,737,697
Less-Unamortized discount and debt expense	2,652,686
	225,198,565

CURRENT LIABILITIES:

Current portion of long-term debt	7,489
Accounts payable	2,798,467
Dividends payable	2,006,064
Accrued taxes	(144,374)
Accrued interest	916,122
Deferred regulatory liabilities	1,697,826
Other accrued expenses	1,375,896
	8,657,490

DEFERRED CREDITS:

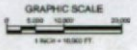
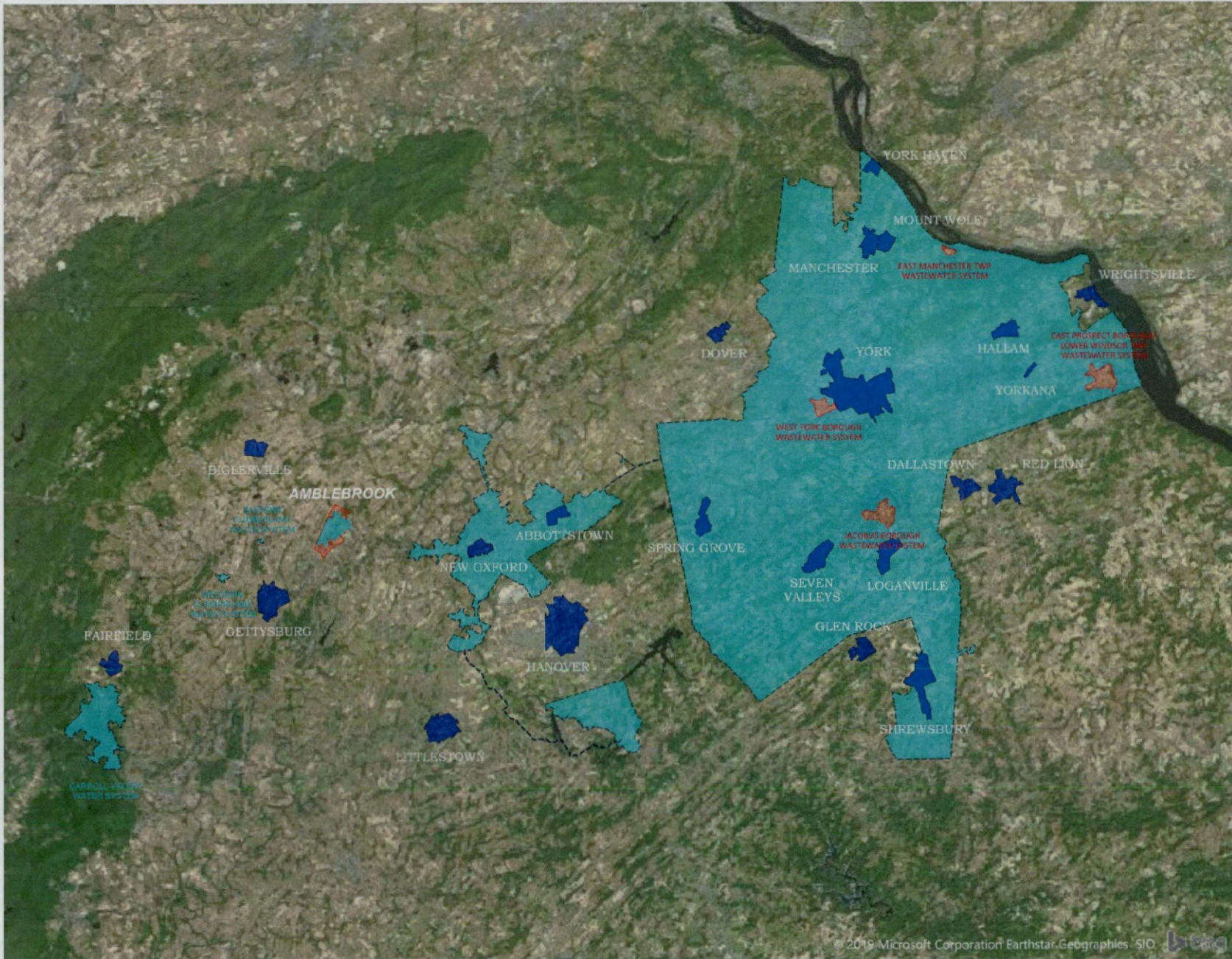
Customers' advances for construction	7,934,130
Contributions in aid of construction	39,751,468
Deferred employee benefits	3,874,498
Deferred regulatory liabilities	34,938,638
Deferred income taxes	37,747,232
Other deferred credits	2,199,906
	126,445,872

\$360,301,927

THE YORK WATER COMPANY
STATEMENT OF INCOME

	Twelve Months Ended <u>June 30, 2019</u>
OPERATING REVENUES:	
Residential	32,144,337
Commercial and industrial	13,855,415
Other	3,647,007
	49,646,759
 OPERATING EXPENSES:	
Operation and maintenance	9,806,600
Administrative and general	9,221,917
	19,028,517
 Depreciation	 7,369,060
Taxes other than income taxes	1,197,498
Income taxes	2,715,584
	30,310,659
 Operating income	 19,336,100
 INTEREST EXPENSE AND OTHER INCOME:	
Interest on debt	5,392,045
Allowance for funds used during construction	(261,986)
Other (income) expenses, net	198,681
	5,328,740
 NET INCOME	 <u><u>\$14,007,360</u></u>


EXHIBIT "C"

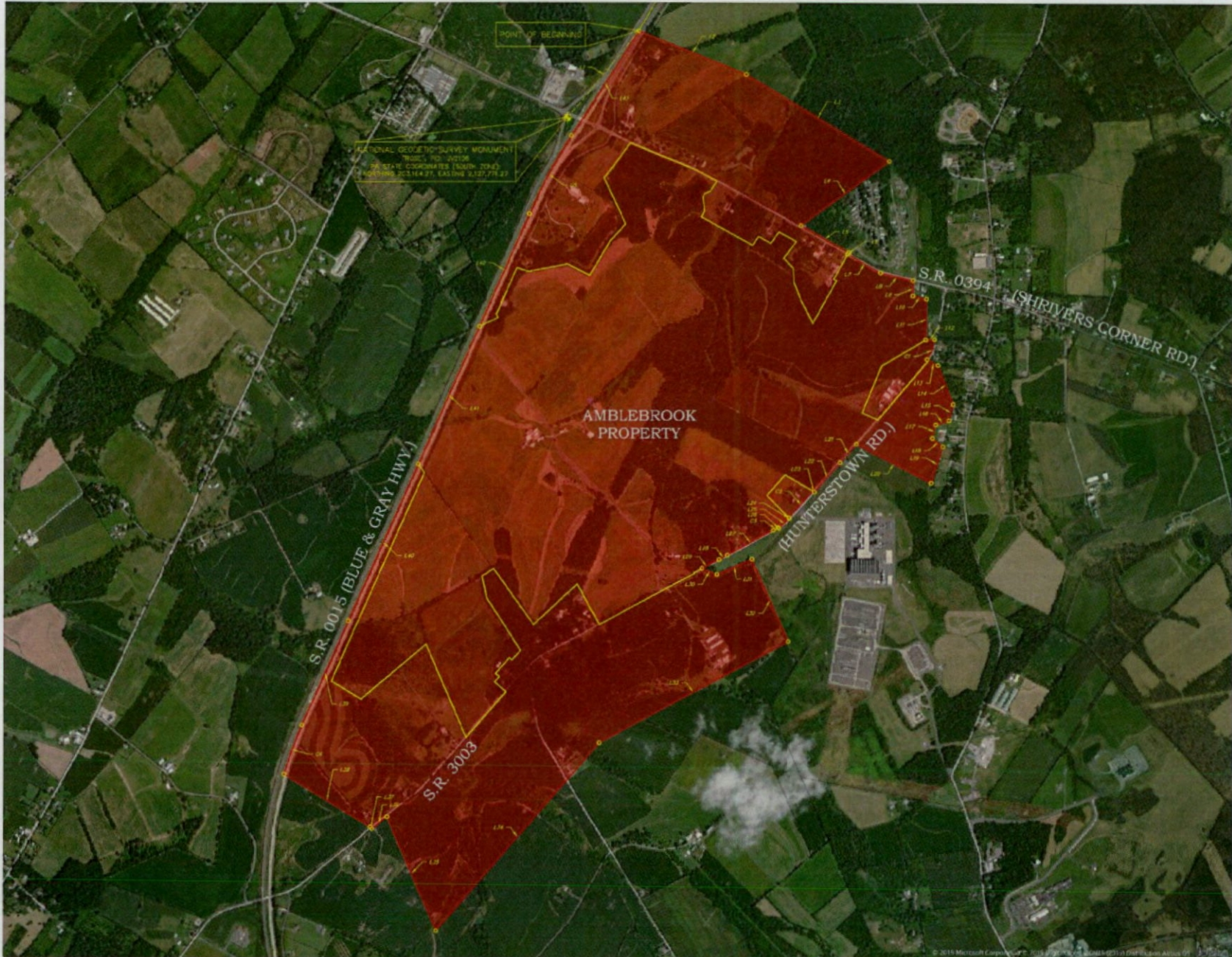


LEGEND:

SYMBOL	DESCRIPTION
	CERTIFICATED WATER TERRITORY
	CERTIFICATED WASTEWATER TERRITORY

Exhibit "D"
York Water Existing Water and
Wastewater Territory

 The York Water Company <small>100 EAST MARKET STREET, YORK, PA 17403 (717) 498-0000</small>			
<small>TITLE: AMBLEBROOK EXHIBIT D - WATER & WASTEWATER CERTIFICATED TERRITORIES</small>			
<small>UTAHAN COMPANY</small>	<small>DATE:</small>	<small>DESIGNED BY:</small>	<small>ISSUED COUNTY: YORK/DADE/CLAY</small>
<small>Scale: AS NOTED</small>	<small>10/21/2013</small>	<small>JAR</small>	<small>Drawing No:</small>
	<small>Checked By: JTB</small>		<small>1 OF 2</small>

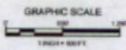


WASTEWATER TERRITORY CURVE TABLE

CURVE #	BACKSIGHT	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	889.00'	282.07'	82°45'34"W	802.84'
C2	6.660.00'	277.67'	267°32'21"W	252.82'
C3	350.45'	74.30'	229°19'41"W	76.30'
C4	6.660.00'	700.31'	100°17'17"E	700.00'
C5	6.660.00'	1.078.18'	100°21'45"E	1,077.81'

WASTEWATER TERRITORY LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S30°28'34"E	1,029.12'
L2	S87°34'20"E	1,006.14'
L3	S10°17'36"W	2,405.58'
L4	S33°44'18"W	1,873.13'
L5	S67°40'36"W	286.70'
L6	S29°57'48"W	336.71'
L7	S40°24'36"W	343.80'
L8	S77°32'36"E	476.88'
L9	S10°14'36"W	225.00'
L10	S77°32'36"W	200.00'
L11	S20°34'36"W	888.28'
L12	N68°10'36"E	103.00'
L13	S61°10'36"E	176.83'
L14	S10°14'36"W	626.43'
L15	S77°32'36"E	243.20'
L16	S77°32'36"W	300.79'
L17	S77°32'36"W	300.00'
L18	S30°28'34"E	181.80'
L19	S17°38'24"W	350.27'
L20	N67°38'24"W	1,210.70'
L21	S10°14'36"W	300.00'
L22	S40°14'36"W	365.14'
L23	N67°14'36"W	24.57'
L24	S40°14'36"E	12.45'
L25	S40°14'36"W	301.18'
L26	N67°27'36"W	18.70'
L27	N67°14'36"W	263.84'
L28	S10°14'36"W	126.80'
L29	S67°38'24"W	276.00'
L30	S67°38'24"E	226.00'
L31	N68°12'48"E	352.14'
L32	S27°38'24"E	1,087.62'
L33	S61°10'36"W	1,087.33'
L34	S40°14'36"W	2,530.80'
L35	N67°38'24"W	1,780.80'
L36	S10°14'36"W	276.00'
L37	S67°38'24"W	38.00'
L38	N68°10'36"W	1,483.45'
L39	N27°17'36"E	1,846.17'
L40	N27°17'36"E	2,474.38'
L41	N27°17'36"E	2,172.48'
L42	N27°17'36"E	1,778.00'
L43	N47°38'24"E	1,803.12'



The York Water Company
 100 EASTMONT STREET SUITE 1000 LEBANON, PA 17042

PROJECT: AMBLEBROOK EXHIBIT - WASTEWATER CERTIFICATED TERRITORY

DATE: 10/17/2019
 DRAWN BY: JAA
 CHECKED BY: JTH
 SCALE: 1"=400'

Exhibit "F", Amblebrook, Description of Proposed Wastewater Certificated Territory

NOTE: THE METES AND BOUNDS DESCRIBED HEREIN ARE APPROXIMATE. THEREFORE, THIS DOCUMENT SHOULD NOT BE CONSIDERED A LEGAL DEED.

BEGINNING at a point near the centerline of Shrivvers Corner Road (SR0394) said point being North 39°28'56" East 1,624.52 feet from the National Geodetic Survey Monument Designated as "ROSE", PID: JV2106, having Pennsylvania State Plane Coordinates (South Zone) Northing 203,164.27 and Easting 2,127,771.27; thence along the following segments:

South 67°54'20" East, 1,664.14 feet;
South 58°47'46" East, 2,405.58 feet;
South 53°44'15" West, 1,572.15 feet;
South 60°40'36" East, 786.70 feet;
South 28°57'46" West, 28.71 feet;
South 60°40'36" East, 543.80 feet;
South 77°02'26" East, 479.88 feet;
South 00°54'50" West, 225.00 feet;
South 77°02'26" East, 200.00 feet;
South 00°54'50" West, 588.26 feet;
North 86°59'42" East, 125.00 feet to a point of curve;

Thence on a curve to the right having a radius of 600.00 feet, an arc length of 310.72 feet, and a chord bearing of South 19°55'38" West, 307.26 feet to a point of tangent;

South 61°18'35" East, 176.53 feet;
South 21°11'59" East, 600.42 feet;
South 13°21'27" West, 245.25 feet;
South 73°06'03" West, 199.79 feet;
South 13°04'08" West, 200.05 feet;
South 51°25'11" East, 191.90 feet;
South 17°38'31" West, 550.27 feet;
North 62°39'16" West, 1,211.73 feet;
South 41°21'30" West, 351.62 feet;
South 40°54'18" West, 565.14 feet;
North 59°14'06" West, 24.37 feet to a point of curve;

Thence on a curve to the right having a radius of 6,480.00 feet, an arc length of 517.67 feet, and a chord bearing of South 41°55'21" West, 517.53 feet to a point of tangent;

South 44°05'52" East, 12.45 feet;
South 45°54'08" West, 207.16 feet;
North 57°27'07" West, 19.70 feet to a point of curve;

Thence on a curve to the right having a radius of 938.43 feet, an arc length of 74.38 feet, and a chord bearing of South 58°57'46" West, 74.36 feet to a point of tangent;
South 61°14'01" West, 753.64 feet;
South 61°54'32" West, 134.66 feet;
South 62°35'03" West, 276.00 feet;
South 68°12'46" East, 228.07 feet;
North 68°12'46" East, 552.14 feet;
South 23°39'03" East, 1,297.62 feet;
South 61°40'07" West, 3,087.35 feet;
South 40°59'24" West, 3,590.95 feet;
North 23°21'40" West, 1,785.69 feet;
South 50°56'43" West, 276.28 feet;
North 38°51'50" West, 38.58 feet;
North 58°46'06" West, 1,462.45 feet to a point of curve;

Thence on a curve to the right having a radius of 5,925.00 feet, an arc length of 752.31 feet, and a chord bearing of North 20°15'11" East, 751.80 feet to a point of tangent;

North 23°53'26" East, 1,649.17 feet;
North 23°53'26" East, 2,474.38 feet;
North 23°53'26" East, 2,172.46 feet;
North 23°53'26" East, 1,776.30 feet to a point of curve;

Thence on a curve to the right having a radius of 8,000.00 feet, an arc length of 1,279.18 feet, and a chord bearing of North 28°21'48" East, 1,277.82 feet to a point of tangent;

North 32°56'38" East, 1,800.33 feet to a point; THE PLACE OF BEGINNING.

CONTAINING: 1,363.781 +/- acres of land.

Straban Township • Adams County • Pennsylvania



Board of Supervisors

1745 Granite Station Rd. Gettysburg, PA 17325
Phone: (717) 334-4833 Fax: (717) 334-0061
Email: office@strabantownship.com
Website: www.strabantownship.com

May 14, 2019

The York Water Company
130 East Market Street
York, PA 17401
Attn: Jeffrey R. Hines, P.E.
President and Chief Executive Officer

Re: Pennsylvania Public Utility Commission
Charter Area Expansion Request – Straban Township, Adams County

Dear Mr. Hines:

At its meeting on May 6, 2019, the Board of Supervisors approved by a vote of 2-1 to request the expanded charter area of The York Water Company as outlined in the enclosed signed concurrence letter and attached Exhibit "A" dated April 27, 2019.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Robin K. Crushong, Office Manager

Enclosure

cc: Wm. F. Hill & Associates, Inc.
Samuel E. Wiser, Jr., Esquire



"That good York water"
SINCE 1816

The York Water Company

April 29, 2019

Robin K. Crushong
Office Manager/Secretary-Treasurer
1745 Granite Station Road
Gettysburg, PA 17325

Re: York Water application to serve water and wastewater in portions of Straban Township, Adams County.


The York Water Company is submitting a request to the Pennsylvania Public Utility Commission (PUC) to expand its charter area to portions of Straban Township to provide water and wastewater service to the Amblebrook development area. York Water is proposing to expand its charter area that includes the Amblebrook development and adjacent land requested by the township.

As part of York Water's request to the PUC, we have been asked to receive input from the township to determine if York Water's proposed expansion of water and wastewater complies with the township's land use planning. York Water has reviewed the township's zoning map and is proposing to only include areas of the township that are zoned for development.

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

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? [Yes]
2. Is there an adopted county comprehensive plan? [Yes]
3. Is there an adopted multi-municipal or multi-county comprehensive plan? [Yes]
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? [Yes]
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? [Yes]
6. If the answer is "yes" to any of the above questions, provide a letter or equivalent written certification from the municipality and/or county planning agency stating that the application is consistent with the applicable comprehensive plans and zoning ordinances.

If you have any questions, please call.


Jeffrey R. Hines, P.E.
President and Chief Executive Officer
The York Water Company

We concur that York Water's application is consistent with the applicable comprehensive plans and zoning ordinances. See Attached Exhibit A dated 4/27/19, both red and black hatched areas.

Straban Township Signature Tony M. Sanders

Printed Name/Title Tony M. Sanders, Chair Date May 6, 2019



ADAMS COUNTY OFFICE OF PLANNING AND DEVELOPMENT

670 Old Harrisburg Road, Suite 100 | Gettysburg, PA 17325
Ph: 717-337-9824 | Fx: 717-334-0786

Sherri Clayton-Williams, AICP, Director

May 29, 2019

Mr. Jeffrey R. Hines, P.E.
President and CEO
The York Water Company
130 East Market Street
York, PA 17401

Re: Application to Serve Amblebrook and surrounding areas, Straban Township, Adams County

Dear Mr. Hines:

The Adams County Office of Planning and Development has been asked to provide advisory comment regarding the establishment of a Charter Area for the York Water Company to own and operate the sewer and water systems associated with the Amblebrook development in the southeast quadrant of the US 15/394 Interchange.

The Office of Planning and Development reviews utility service area changes and expansions based on consistency with the adopted *Central Adams County Joint Comprehensive Plan* and *Adams County Comprehensive Plan* as well as with municipal comprehensive plans and other planning documents, such as the *Adams County Water Supply and Wellhead Protection Plan*. We offer the following comments regarding consistency of the proposed Charter Area with these documents.

1. The main Charter Area, the area in red on the map included with the submission to the Planning Office, appears to be consistent with both the Township Zoning Ordinance and the properties involved in the subdivision and land development plans that created the Amblebrook Community. While the Land Use Element of the *Central Adams County Joint Comprehensive Plan* and the *Adams County Comprehensive Plan* recommend a higher degree of non-residential use in this region we are comfortable with the proposed main service area that mirrors the approved Amblebrook plans.

2. We are pleased to note that the proposed Charter Area has identified areas outside of the main Amblebrook site for the extension of sewer and water capacity. However, while we support this concept in theory, we cannot support the manner in which it is proposed here. Specifically our concerns include:

- A. Neither the east side of Hunterstown Road nor the parcels to the immediate south of the Amblebrook site are included in a designated growth area in the *Central Adams County Joint Comprehensive Plan*. Both areas are more rural in nature and identified in areas planned for agriculture, open space and low-density residential uses that do not need community sewer and water service. Therefore, we do not support the inclusion of those areas in the proposed Charter Area.

- B. The designated growth area surrounding the US 15/394 Interchange extends to the west across US Route 15 to the PA 234/Old Harrisburg Road intersection. In order to be fully consistent with the Future Land Use and Utility Elements of the *Central Adams County Joint Comprehensive Plan* the entire designated growth area between Old Harrisburg Road and Hunterstown Road should be served by a community utility system.

- C. We do acknowledge that a portion of the proposed Charter Area is located within an area that is part of the Gettysburg Municipal Authority (GMA) current and/or future service areas. From both an operational and water resource standpoint, we would prefer that this entire region be served by a single, regional utility system. However, we are also cognizant that the size and scope of the Amblebrook Community may make doing so more difficult logistically.

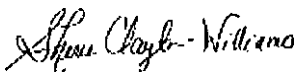
3. The *Adams County Water Supply and Wellhead Protection Plan* provides detailed recommendations on addressing the needs of water service and system operation in Adams County. Specifically, it discusses the need for consistent long-term maintenance and operation activities as well as finding adequate back-up sources for small scale and municipal systems. The York Water Company will be able to bring economies of scale to the operation and maintenance of the utility system for Amblebrook that are consistent with the goals of the *Adams County Water Supply and Wellhead Protection Plan*. However, this system will serve a population the equivalent size of large borough and will therefore require access to a consistent back-up water supply source. While the York Water Company has the ability to provide such a source, getting that back-up supply to this site could require an Interbasin Transfer approval from the Susquehanna River Basin Commission. While we would support such a transfer, the process of getting approval to do so could be lengthy. We strongly recommend that the PUC require the establishment of a long-term maintenance and supply plan to ensure that an adequate back-up supply source can be found and delivered when needed.

Summary: Our review of the proposed Charter Area for the sewer and water systems associated with the Amblebrook Community has identified a number of inconsistencies with the Future Land Use and Utility Elements of the *Central Adams County Joint Comprehensive Plan*, as well as the *Adams County Comprehensive Plan*. We have also identified a number of potential changes to the proposed Charter Area that would bring it closer to consistency with both of those plans. Specifically, we recommend that the proposed Charter Area be re-drawn so that it covers:

- The entire Amblebrook Community; plus
- The entire Designated Growth Area in the *Central Adams County Joint Comprehensive Plan* between Old Harrisburg Road and Hunterstown Road, including the area west of US Route 15; minus
- Areas designated as current GMA service areas.

We trust that this correspondence provides the input that the Pennsylvania Utilities Commission requires to review the comprehensive planning policies that are applicable to this proposal. Should you have any further questions regarding the above information, do not hesitate to contact me by phone at (717) 337-9824 or by email at sclayton@adamscounty.us.

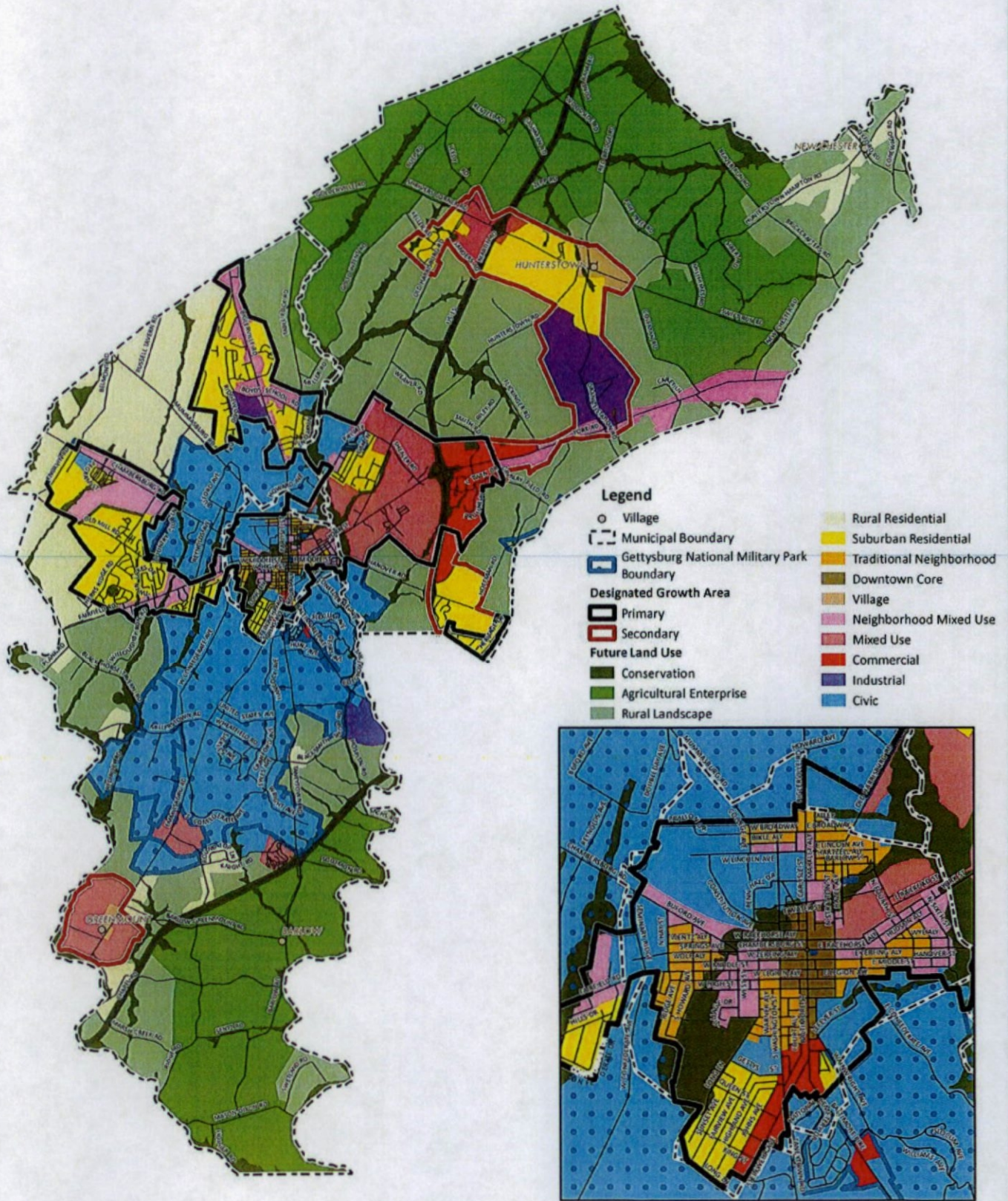
Sincerely,



Sherri Clayton-Williams, AICP
Director of Planning and Development

cc: Straban Township
Peter J. Martin, Amblebrook Community Development Manager
Andrew D. Merkel, Assistant Director
Mark Guise, Gettysburg Municipal Authority

CENTRAL ADAMS JOINT COMPREHENSIVE PLAN





"That good York water"
SINCE 1816

The York Water Company

August 30, 2019

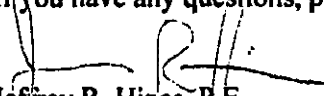
Mark L. Guise
Utilities Manager
Gettysburg Municipal Authority
601 E. Middle Street
Gettysburg, PA 17325

Re: York Water application to serve the Amblebrook Development, Straban Township, water and wastewater

The York Water Company has received your letter dated June 21, 2019 discussing GMA's concerns and we've had follow-on discussions with you. After reviewing those concerns, we're proposing to modify our proposed water and sewer areas so that our proposed area only includes the area of the Amblebrook development (See attached map). Based on our discussions we understand that this proposal would be acceptable to GMA.

We would appreciate if GMA would review our proposed charter area and confirm that it does not overlap with your existing service area and also to provide us a response that indicates that York Water's proposed charter area does not create a conflict of interest with GMA's service area. You can provide your own letter, or sign a copy of this letter and return it to me. We will then include your response within our filing to the PUC.

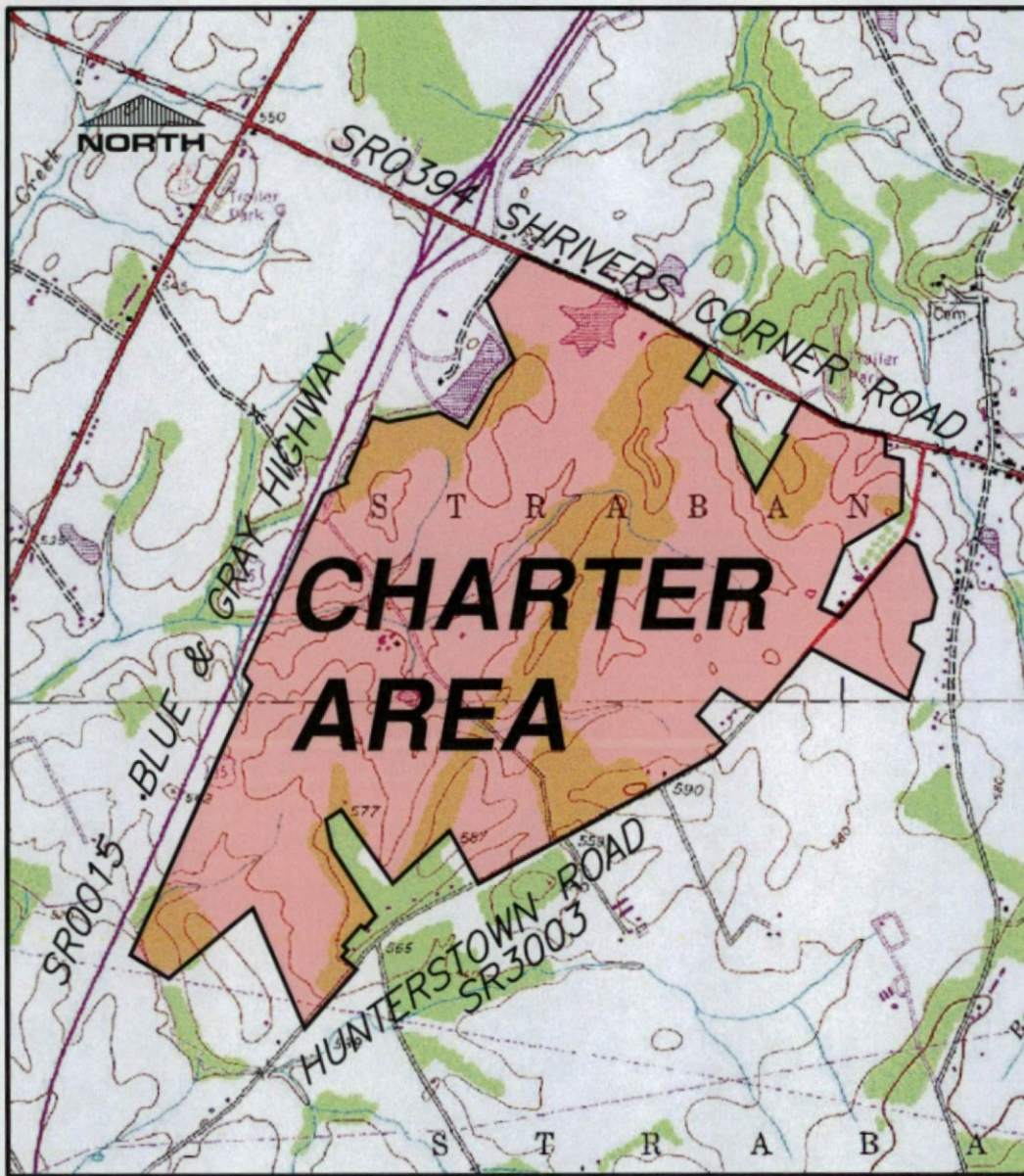
If you have any questions, please call.


Jeffrey R. Hines, P.E.
President and Chief Executive Officer
The York Water Company

We have reviewed York Water's proposed water and wastewater charter area and agree that it does not create a conflict of interest with GMA's current service area

Gettysburg Municipal Authority Signature Mark L Guise

Printed Name/Title MARK L GUISE Date 9-17-19
UTILITIES MANAGER



PROPOSED WATER & WASTEWATER

**CHARTER AREA MAP
YORK WATER COMPANY**

STRABAN TOWNSHIP ~ ADAMS COUNTY ~ PENNSYLVANIA

REVISIONS		
NO.	DATE	DESCRIPTION
DRAWN BY: RAS		DATE: 04-17-19
CHECKED BY: RAS		FILE NO: 1708
SCALE: 1"=2000'		DWG. NO: YWC-1708

Sharrah Design Group, Inc.
 Land Surveying & Design

20 Chambersburg Street
 Gettysburg, PA 17325
 Phone: (717) 334-5400
 Fax: (717) 334-0922

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1 WHEREAS, Applicant had planned on applying for a Certificate of Public Convenience and the right
2 to charge rates for water and wastewater services within the Development from the Pennsylvania Public
3 Utility Commission (PaPUC), and;

4 WHEREAS, Company currently provides similar water facilities to three (3) developments within
5 Adams County and provides water service to over 65,000 customers in York and Adams Counties, and;

6 WHEREAS, Company currently provides similar wastewater facilities to four (4) municipalities
7 within York County and provides wastewater service to over 2,000 customers in York County, and;

8 WHEREAS, Applicant has requested that Company provide all water and wastewater facilities, and
9 water and wastewater service for the Development in accordance with PaDEP and PaPUC requirements and
10 subject to the terms and conditions herein, and;

11 WHEREAS, Company is unable to provide and deliver said facilities and service without substantial
12 construction of water mains, wells, control facilities, booster stations, water storage facilities, hydrants,
13 distribution network (the "Water Work"), and sewer collection mains, laterals, access points, booster stations,
14 and wastewater treatment facilities, or equivalent (the "Sewer Work") ; and;

15 WHEREAS, Company has estimated that it must invest approximately six million four hundred
16 thousand (\$6,400,000.00) dollars over the five phases to construct Water Work, and approximately ten
17 million (\$10,000,000) dollars over the five phases to construct Sewer Work, in order to provide water and
18 wastewater service to the Development, which phases are further described herein and on Attachment A
19 attached hereto; and

20 WHEREAS, Company is willing to comply with said request for service under the terms and
21 conditions hereinafter set forth, to which terms and conditions Applicant hereby agrees:

22 NOW, THEREFORE, for and in consideration of the premises and for other good and valuable
23 consideration, the receipt and sufficiency of are hereby acknowledged, Applicant and Company agree as
24 follows:

25 (1) Company shall design and construct Water Work and Sewer Work to provide a minimum
26 three hundred thousand (300,000) GPD or such greater capacity as required by PaDEP and/or PaPUC and

1 reserve: (a) two hundred seventy thousand (270,000) GDP to provide Applicant adequate water supply and
2 wastewater service for up to approximately two thousand (2,007) dwelling units and other facilities including
3 a welcome center, clubhouse, fitness center and restaurant ("Amenity Facilities") to be constructed in five
4 (5) phases over an approximate ten (10) year period, as further described in Paragraph 3, and (b) thirty
5 thousand (30,000) GDP (the "Nearby Lands Capacity") to provide sewer service to lands that are adjacent to
6 or within 1,500 feet of the Development (the "Nearby Lands") through the Company's normal PUC approved
7 tariff process.

8 A) The Water Work and Sewer Work shall be designed and constructed in accordance
9 with all applicable federal, state and local laws and regulations in effect and in accordance with PaDEP and
10 PaPUC construction standards and shall be completed as is necessary to accommodate the Development as
11 it is constructed and occupied in phases.

12 B) For (i) the WWTP to the extent that the method of treatment of wastewater and design
13 of the WWTP that is to be constructed is substantially changed from the method of treatment and design that
14 already has been approved by PaDEP for the WWTP and (ii) any expansions of the WWTP, the Company
15 acknowledges and agrees to provide the design and specifications of the WWTP and/or expansions, as
16 applicable, to Straban Township (the "Township") prior to issuance of a permit from PaDEP for the
17 construction of the WWTP and/or expansion, as applicable, and to accommodate reasonable comments of
18 the Township concerning such design or specifications.

19 C) In connection with any expansion of the capacity of the WWTP and with the
20 Applicant's submission to the Township of the final plan for the final phase of the Development, the
21 Company shall cause to be submitted to the Township a report (the "Sewer Study") that identifies (i) average
22 daily and peak sewer flows of the Development as existing at such time, (ii) based upon such sewer flow
23 data, the estimated additional flows required for completion of the final phase reflecting full buildout of the
24 Development, and (iii) any additional expansion of or improvements to the WWTP, if any, that is necessary
25 to accommodate providing the Nearby Lands Capacity. To the extent that the Township's sewer consultant
26 and the Company's sewer consultant disagree as to the extent to which additional expansion of or

1 improvements to the WWTP is necessary to provide the Nearby Lands Capacity, the Company shall in good
2 faith and expeditiously negotiate and work with the Township to identify a mutually acceptable third party
3 sewer consultant (the "Third Party Sewer Consultant"). The Third Party Sewer Consultant shall be hired by
4 the Company and Township to make a final determination as to what, if any, additional expansion of or
5 improvements to the WWTP is necessary to provide the Nearby Lands Capacity. The Company shall pay
6 one-half of the costs of the Third Party Sewer Consultant (with the Township paying the other one-half
7 share).

8 D) By no later than sixty (60) days after the date on which the Applicant has provided to
9 the Company written notice that the Applicant has submitted to the Township a final plan for the final phase
10 of the Development, the Company shall submit to the Pennsylvania Public Utility Commission all
11 applications and documentation that is necessary to obtain a certificate of public convenience, or amendment
12 thereto, to expand the Company's sewer service area to include the Nearby Lands and (ii) thereafter diligently
13 pursue issuance of such certificate.

14 E) To the extent that the Nearby Lands Capacity is utilized by any of the Nearby Lands,
15 the parties acknowledge and agree that (i) such landowners seeking such sewer service from the Company
16 are to be responsible for constructing all conveyances lines and other facilities that are necessary to convey
17 such sewage to the Sewer Work and (ii) the Company and Applicant are to have the right to approve the
18 design and location of such conveyance lines (as well as the location at which such conveyance lines connect
19 to the Sewer Work).

20 (2) Company shall procure and record such right-of-way agreements and other evidences of
21 consent, as hereinafter referenced, for the proper laying and maintenance of the extension of Water Works
22 and Sewer Works structures in Applicant approved locations that will not interfere with Applicant's intended
23 use of the Development as described in the approved plans. Applicant will grant all necessary easements
24 and agrees to assist Company in obtaining all necessary or expedient easements from third parties, if any,
25 but Applicant is not required to incur any costs in doing so; provided such easements shall be granted in such
26 a manner as to not interfere with Applicant's use and development of the Development. Applicant hereby

1 consents and agrees to the laying and maintenance of such extension and utility structures in, on, over and
2 along said development land in Straban Township, Adams County in accordance with the terms of the
3 Permanent Water and Sewer Utility and Access Easement Agreement dated _____, 2019 (the
4 "Easement Agreement") attached hereto as Attachment B. Company shall coordinate all such access and
5 work with Applicant and Applicant's site contractor and engineer.

6 (3) Company agrees that it shall supply water and wastewater service to the Development, subject
7 to such interruptions and fluctuations as may from time to time occur as a result of or arising out of the
8 operation and maintenance of its Water Works and Sewer Works in accordance with PaDEP and PaPUC
9 regulations, sufficient to serve approximately two thousand (2,000) dwelling units and the Amenity Facilities.
10 Water Works and Sewer Works shall be constructed in phases in accordance with Attachment A in order to
11 timely supply water and wastewater services to the lots and dwellings in the Development. Applicant shall
12 have the right, from time to time, to change the commencement dates in Attachment A for phases 2 through
13 5, provided such notice is delivered to Company no later than ninety (90) days prior to the new estimated
14 commencement date for such phase.

15 (4) As a condition to the performance of the obligations of Applicant and Company hereunder
16 with respect to any phase, the Applicant and Company shall execute a Water and Sewer Agreement for
17 such phase (the "Phase Agreement") and the Applicant shall provide Company with an irrevocable letter of
18 credit (for each applicable phase, the "Letter of Credit") issued by a Financial Institution reasonably
19 acceptable to Company at the initiation of each phase of the Development as described in Attachment A in
20 a form reasonably acceptable to Company .

21 (5) Six (6) months after the completion of Water Works and Sewer Works within each phase,
22 and each six (6) months thereafter for six (6) years following commencement of construction for Phase 1
23 (Section A), and four (4) years following commencement of construction for subsequent phases, Company
24 shall submit a letter to the Financial Institution and the Applicant to authorize the reduction of the amount
25 of the Letter of Credit by the product of the number of permanent water and wastewater customers in that
26 phase multiplied by the Base Credit amount for such Phase (the "Base Credit Adjustments"). As used

1 herein "Base Credit" shall mean, for each Phase, the following amounts:

2 Phase 1 (Section A) - \$8,000, which progressively increases after each 50-connection threshold as
3 described on Attachment D hereto;

4 Phase 2 (Section C) - \$8,000, which progressively increases after each 50-connection threshold as
5 described on Attachment D hereto;

6 Phase 3 (Section D) - \$5,749;

7 Phase 4 (Section E) - \$5,400; and

8 Phase 5 (Section B) - \$5,452.

9 For the lots within Phase 1 (Section A) and Phase 2 (Section C) only, Company shall, upon the
10 connection of the required threshold number of permanent customers to the water and wastewater system,
11 submit a letter to the Financial Institution and the Applicant to reduce the Letter of Credit to the amount
12 described on Attachment D hereto (the "Additional Connection Threshold Adjustments"). For example,
13 for the lots within Phase 1 (Section C), Company shall submit a letter to the Financial Institution and the
14 Applicant to authorize reduction of the Letter of Credit to six million nine hundred ninety-four thousand
15 two hundred twenty dollars (\$6,994,220) after the connection of the fiftieth (50th) permanent customer to
16 the water and wastewater system. The Letters of Credit issued for Phase 3 (Section D), Phase 4 (Section
17 E) and Phase 5 (Section B) will be subject to Base Credit Adjustments every six (6) months, but not subject
18 to Additional Connection Threshold Adjustments. Six (6) years after the construction commencement date
19 for Water Works and Sewer Works construction within Phase 1 (Section A) and four (4) years after the
20 construction commencement date for each subsequent phase (which date will be confirmed in writing by
21 Applicant and Company) the Company may draw on the Letter of Credit for an amount equal to any
22 residual amount remaining in the Letter of Credit for that phase. Notwithstanding the foregoing, Applicant
23 shall be given thirty (30) days prior notice of Company's intent to draw down the Letter of Credit and upon
24 such notice Applicant may elect to substitute cash in the amount of the Letter of Credit, as reduced, and
25 upon such substitution Company shall submit a letter to the Financial Institution and the Applicant to
26 authorize termination of the Letter of Credit for that phase. In the event Company draws on the Letter of

1 Credit for any phase (or Applicant provides cash in lieu of such Letter of Credit as provided above), and
2 subsequent to such draw or payment, additional water and wastewater customers are added in such phase,
3 Company shall promptly refund Applicant the Credit Refund (as defined below) for each new permanent
4 water and wastewater customer in such phase up to the total amount of money drawn by the Company. As
5 used herein "Credit Refund" shall mean, for each Phase, the following amounts:

6 Phase 1 (Section A) - \$6,000, which progressively increases after each 50-connection threshold as
7 described on Attachment D hereto;

8
9 Phase 2 (Section C) - \$6,000, which progressively increases after each 50-connection threshold as
10 described on Attachment D hereto;

11 Phase 3 (Section D) - \$4,749;

12 Phase 4 (Section E) - \$4,400; and

13 Phase 5 (Section B) - \$4,452.

14 The Company's repayment obligation in this Section 5 shall remain in full force and effect regardless of
15 whether the parties enter into Phase Agreements for subsequent phases and shall survive any termination of
16 this Agreement.

17 (6) Company hereby agrees that at the request of Applicant and at Applicant's cost, to place one
18 logo, not to exceed twelve (12) feet in height, on up to two (2) sides of the water tank in accordance with
19 applicable local laws, and upon review and approval of Company for content. In addition, if Applicant
20 requests a tank color that has an additional cost over standard colors provided by the manufacturer,
21 Applicant shall pay for any additional paint costs. Company, at the request of and at Applicant's cost, shall
22 maintain and/or replace the logo from time to time. If, ten (10) years after completion of the water tank,
23 Company deems that the logo has degraded to such a point that it is in need of maintenance, and Applicant
24 elects not to pay for the cost of said maintenance, Company shall be authorized to maintain or remove logo
25 as determined by Company at Company's cost.

26 (7) Construction of the Water Work and Sewer Work within each phase shall be commenced

1 after receipt of necessary permits and not later than thirty (30) days from the execution of the applicable
2 Phase Agreement and Company shall diligently pursue construction and completion in accordance with the
3 Applicant's reasonable schedule for the infrastructure for said phase with appropriate milestones for
4 completion of all or portions of the work, unless completion is delayed by Applicant, or delayed by other
5 site contractors, weather related delays, labor disputes, acts of God, casualty or other causes beyond the
6 reasonable control of a party hereto (collectively, "Force Majeure"). Company shall be responsible for all
7 maintenance in connection with the Water Work and Sewer Work. Attachment A attached hereto is an
8 estimated timeline of Company's Water Work and Sewer Work activities, which is subject to change based
9 on market conditions. Company shall promptly notify Applicant in the event construction is not expected
10 to be completed as set forth in this paragraph. Applicant shall promptly notify Company of changes to
11 Attachment A or the construction schedule. Company will be in default of this Agreement (subject to
12 Company's right to cure set forth below) if (i) Company becomes insolvent, or makes a transfer in fraud of
13 creditors, or makes an assignment for the benefit of creditors; (ii) Company files or has filed against it a
14 petition under any chapter or section of the United States Bankruptcy Code, as amended, or under any
15 similar law or statute of the United States or any state thereof, which is not dismissed within sixty (60)
16 days, or shall be adjudged bankrupt or insolvent in any legal proceeding; (iii) a receiver or trustee is
17 appointed for all or a significant portion of the assets of Company; (iv) Company fails to comply with the
18 construction schedule, subject to Force Majeure; or (v) Company abandons the construction of the Water
19 Work and Sewer Work in the Development by failing to prosecute the work in the Development with
20 promptness and diligence, subject to Force Majeure, or puts Applicant on notice that it intends to abandon,
21 the Water Work and Sewer Work.

22 Prior to any determination of default by Company, Applicant shall submit an appropriate filing
23 with the PaPUC indicating intention to declare Company in default of this agreement to provide water and
24 sewer services. If Company does not cure the default, or if the PaPUC does not issue an order resolving
25 this issue: (i) Company shall immediately return the then-issued Letter of Credit to the Financial
26 Institution and authorize the Financial Institution and the Applicant to terminate the Letter of Credit, (ii)

1 Applicant shall have the right to complete or cause the completion of the Water Work and Sewer Work and
2 to use, operate and maintain all facilities constructed by Company in the Development, and (iii) Applicant
3 shall be entitled to all other remedies available at law or in equity.

4 If Applicant breaches this Agreement or if Applicant through its action or inaction, prevents or
5 precludes Company from performing under this Agreement, Company shall provide Applicant notice of
6 default (subject to Applicant's right to cure set forth below) and if Applicant does not cure or remedy such
7 default, Company shall be relieved of any further obligations under this Agreement and may pursue any
8 and all remedies at law or equity against Applicant, including without limitation monetary damages.

9 Prior to either party being able to exercise any of the rights or remedies set forth in this Paragraph,
10 the non-defaulting party shall give the defaulting party written notice of such default, and the defaulting
11 party shall have thirty (30) days to cure a default. However, if the defaulting party has commenced and is
12 diligently pursuing the cure and the default cannot be reasonably cured within thirty (30) days, the cure
13 period shall be extended as reasonably necessary to allow for cure of the default, provided however, in no
14 event shall the cure period exceed seventy-five (75) days.

15 (8) If Applicant requires Water Work and Sewer Work to be initiated prior to Company
16 receiving all necessary approvals, Applicant may utilize a contractor acceptable to Company and initiate
17 the Water Work and Sewer Work under the review and approval of Company and at such rates as pre-
18 approved by Company and in accordance with Company's usual specifications for such work and in
19 compliance with any necessary permits. Upon receipt of all necessary approvals, Company shall reimburse
20 Applicant or pay Applicant's contractor for the actual cost of work completed as set forth in an application
21 for payment along with reasonably requested support documents.

22 (9) Company shall be responsible for the actual cost of the Water Work and Sewer Work as finally
23 laid, with the following exceptions to be paid for by Applicant: Contributions as set forth in paragraph 6
24 referring to additional tank costs; any taxes or surcharges mandated by the PaPUC or any other regulatory
25 entity; rock blasting (but specifically excluding excavation of rock that can be accomplished with a back
26 hoe); all costs already incurred (with the exception of costs under Paragraph 8); stormwater management

1 costs; and asphalt, concrete, topsoil, and grass restoration costs. Company shall install service lines from the
2 water main to the curb line of each lot and install a curb valve and provide a water meter. Company shall
3 also install a sewer lateral from the sewer main to a point within five (5) feet behind the curb line and install
4 a clean out point. Installation of the customer's service line and a company approved meter pit are to be paid
5 for by Applicant or the lot buyer. Installation of the sewer laterals from the curb-side cleanout into the
6 customer's premise are to be paid for by Applicant or the lot buyer. Any sewage disposal required by
7 Applicant prior to the company's receipt of a DEP operations permit shall be provided by the Applicant.

8 (10) Company's obligation to perform under this Agreement is contingent upon:

9 A) Issuance, transfer, and/or renewal of permits acceptable to Company, by the
10 PaPUC and PaDEP, pursuant to the authority granted by the Water Rights Act (Act of June 24, 1939,
11 P.L. 842, 32 P.S. §631 et seq.) and other permit requirements of any regulatory authority with
12 jurisdiction over Company's operations with permit and approval conditions satisfactory to the
13 Company. Any permit or approval conditions or modifications must be deemed acceptable in the sole
14 opinion of the Company. The Company shall diligently pursue and use its best efforts to obtain the
15 permits;

16 B) Receipt of a Certificate of Public Convenience for water and wastewater service
17 from the PaPUC with conditions deemed acceptable in the sole opinion of Company. The Company
18 shall diligently pursue and use its best efforts to obtain the Certificates permits; and

19 C) Receipt of the first Phase Agreement and a Company approved Irrevocable
20 Letter of Credit from a Company approved Financial Institution in the amount estimated in
21 Attachment A but more fully described in the Phase Agreement.

22 D) The Township of Straban shall have fully released its right to provide
23 wastewater services to the Development.

24 E) Obtaining all required right-of-way agreements described in Section 2.

1 (11) Applicant shall procure and maintain policies of insurance at its own cost and
2 expense as follows: (i) commercial liability or comprehensive general liability insurance with limits
3 of not less than \$2,000,000.00 per occurrence, combined single limit, for bodily injury (including
4 death) and/or property damage; and (ii) worker's compensation insurance in applicable statutory
5 amounts covering all of Applicant's employees. Company or Company's contractor performing
6 Water Work and Sewer Work in the Development shall procure and maintain at their own cost and
7 expense insurance policies with minimum coverages and limits set forth on Attachment C attached
8 hereto. Company and Applicant shall maintain such insurance during the term of the Agreement and
9 shall provide to the other, upon written request, certificates of insurance or other evidence that such
10 insurance is in effect.

11 (12) In lieu of an additional 30% deposit, in the event the PaPUC orders Company to
12 modify its current tariff and Company draws upon a Letter of Credit, resulting in the draw to be
13 construed as a contribution to the construction by Applicant under applicable tax laws, Applicant
14 hereby agrees to reimburse Company for any payment of income taxes resulting from any such
15 draws.

16 (13) Company agrees, at all times, to provide sufficient capacity to serve approximately
17 two thousand (2,000) dwelling units and the Amenity Facilities in the Development upon completion
18 of said dwelling units. Customers in the Development receiving water and sewer service from the
19 Company shall not pay water and sewer rates that are higher than those charged by Company to its
20 other customers in York and Adams County unless Company is required under Paragraph 15 to provide
21 different rates in its PaPUC approved tariff.

22 (14) It is not the purpose or intention of this agreement to create, and this Agreement shall
23 not be construed to create a joint venture, partnership, or other joint or fiduciary relationship between
24 the parties. No person shall be a third party beneficiary of this agreement.

1 (15) York Water is regulated by the PaPUC and PaDEP, as well as other governmental
2 agencies. Nothing in this agreement is intended to supersede, expand, or limit any powers of these
3 regulatory agencies. In all conflicts between this agreement and any permit, order, policy, requirement,
4 opinion, or recommendation from a relevant regulatory agency, the regulatory agency's activities shall
5 supersede this agreement.

6 (16) Neither Company nor Applicant is obligated to perform under this agreement until
7 both have executed and delivered a fully signed document.

8 (17) This Agreement constitutes the entire agreement between Company and Applicant
9 with respect to the subject matter hereof and shall supersede all previous agreements, understandings
10 or conditions, oral or written, not contained herein. This Agreement may not be amended, altered,
11 waived or modified except in a writing signed by both Applicant and Company.

12 (18) This Agreement may be executed in one or more counterparts, any and all of which
13 shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the
14 benefit of Applicant and Company, and their respective successors and assigns.

15 (19) All times stated in this Agreement are of the essence.

16 (20) THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVE ANY AND ALL
17 RIGHTS TO A TRIAL BY JURY OF ANY CLAIMS DIRECTLY OR INDIRECTLY ARISING
18 OUT OF THIS AGREEMENT.

19 (21) If any claim, action or proceeding is commenced between the parties hereto or their
20 representatives concerning any provision of this agreement, the party prevailing in such claim, action
21 or proceeding shall be entitled, in addition to such other relief as may be granted, to the actual
22 attorneys' fees, expert and consulting fees, court costs and all other costs incurred in such claim,
23 action or proceeding and any appeals in connection therewith to the extent determined by a court of
24 competent jurisdiction in a final non-appealable decision.

25 (22) This agreement shall be governed by and construed in accordance with the laws of
26 the Commonwealth of Pennsylvania. Applicant and Company consent to the venue and jurisdiction

1 of the state courts in Adams County, Pennsylvania and the federal District Court for the Middle
2 District of Pennsylvania, and each irrevocably and unconditionally submits to the jurisdiction of both
3 courts and waives objection to the venue of such courts and to any claim of inconvenient forum.

4 (23) Written notice under this agreement shall be deemed to have been duly given if
5 delivered in person or sent by: (a) certified mail, return receipt requested, (b) a nationally recognized
6 overnight courier, or (c) electronic mail followed up by one of the preceding methods, to the
7 addresses set forth in the first paragraph of this agreement. A copy of all notices to Applicant shall be
8 sent to:

9 Watson Law Group, PLLC
10 4925 Greenville Ave., Suite 717
11 Dallas, Texas 75206
12 Facsimile: (214) 550-264
13 Attn: Michael ("Monty") Watson
14 Email: monty@mmwatson.com
15

16 and to: Crown Community Development
17 1751 A West Diehl Road
18 Naperville, Illinois 60563
19 Attn: Theresa Frankiewicz
20 Fax: 312.395.7502
21 Email: tfrankiewicz@crow-chicago.com
22

23 The York Water Company
24 130 East Market Street
25 York, Pennsylvania 17401
26 Attn: Jeffrey R. Hines, President or JT Hand, COO
27 Email: jeffh@yorkwater.com or jth@yorkwater.com
28

29 and to: Stock and Leader, LLP
30 Susquehanna Commerce Center East
31 Suite 600
32 221 West Philadelphia Street
33 York, PA 17401-2994
34 Attn: Ronald L. Hershner, Esquire
35 Fax: (717) 845-5954
36 E-Mail: rhershner@stockandleader.com
37

38 (24) In the event Company shall be delayed or hindered in or prevented from the
39 performance of actions required under this Agreement by reason of strikes, lockouts, labor unrest,
40 inability to procure materials, failure of electrical power through no fault of Company, any new (or

1 changed) restrictive governmental laws or regulations which are enacted after the Effective Date,
2 riots, insurrection, war or other reasons of like nature not the fault of Company, then performance of
3 such act shall be excused for the period of the delay and the period for performance shall be extended
4 for a period equivalent to the period of the delay. Company shall provide Applicant with prompt
5 written notice of any such delay and shall keep Applicant reasonably informed as to any delays of
6 Company's performance caused by the events described in this Paragraph 24.
7

8 IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed under
9 seal, in duplicate original, the day and year first above written.

10
11 ATTEST:

THE YORK WATER COMPANY

12
13
14
15 _____
16 Secretary

President

17
18 ATTEST:

CCD ROCK CREEK, LLC

19
20
21 _____
22 Secretary

Title:

[Handwritten Signature]
Authorized Signatory

Attachment A

Proposed sequence and timing of Phases (Sections) of Water Works and Sewer Works within Development. The Irrevocable Letter of Credit amount is an estimate and the actual Letter of Credit for each phase to be provided by Applicant at the initiation of each phase. The actual Letter of Credit amount shall be the sum of Company's total bid costs from a contractor approved by Applicant and Company, with such approval not unreasonably withheld, and costs of materials from Company's usual suppliers of materials, all of which costs shall be reviewed by Applicant and approved by Company:

Phase 1 (Section A): Estimated start date: 4Q2018

Item	Est. Qty	Est. Price	Sub-Total	# Houses
Water Main Section A	19,000	\$45	\$855,000	437
Wells 1 & 4	2	\$100,000	\$200,000	
Untreated water piping (well-Ctrl bldg)	5,110	43	\$219,730	
Well Control Building	1	\$400,000	\$400,000	
Untreated water piping (Ctrl bldg-tank)	6,000	43	\$258,000	
Water treatment building/PS	1	\$400,000	\$400,000	
Water Tank	1	\$1,000,000	\$1,000,000	
Water Works Total			\$3,332,730	
Sewer Pipes (Section A) and manholes	18,207	\$70	\$1,274,490	
Dutchland 100,000 GPD WWTP (Or equivalent sewer capacity)	1	\$1,200,000	\$1,200,000	
Control Building sitework, pumps, etc, permits, enrg (Or equivalent sewer capacity)	1	\$915,000	\$915,000	
Sewer Works Total			\$3,389,490	
Phase 1 total			\$6,722,220	
Phase 1 10% mark-up due to potential CIAC taxes			\$672,000	
Phase 1 total and Letter of Credit:			\$7,394,220	

Phase 2 (Section C): Estimated start date: 1Q2021

Item	Est. Qty	Est. Price	Sub-Total	# Houses
Water Main Section C	22,000	\$45	\$990,000	427
Wells 2 & 3	2	\$100,000	\$200,000	
Water Works Total			\$1,190,000	
Sewer Pipes (Section C) and manholes	18,432	\$70	\$1,290,240	
Dutchland 170,000 GPD WWTP (Or equivalent sewer capacity)	1	\$1,800,000	\$1,800,000	
Sitework, pumps, etc (Or equivalent sewer capacity)	1	\$115,000	\$115,000	
Sewer Works Total			\$3,205,240	

1
2 Phase 2 total and Letter of Credit: \$4,395,240
3 Phase 2 10% mark-up due to potential CIAC taxes \$440,000
4 **Phase 2 total and Letter of Credit: \$4,835,240**
5
6
7

8 Phase 3 (Section D): Estimated start date: 4Q2022
9

Item	Est. Qty	Est. Price	Sub-Total	# Houses
Water Main Section D	12,000	\$45	<u>\$540,000</u>	278
Water Works Total			<u>\$540,000</u>	
Sewer Pipes (Section D) and manholes	13,045	\$70	<u>\$913,150</u>	
Sewer Works Total			<u>\$913,150</u>	

17 Phase 3 total and Letter of Credit: \$1,453,150
18 Phase 3 10% mark-up due to potential CIAC taxes \$145,000
19 **Phase 3 total and Letter of Credit: \$1,598,150**
20
21

22 Phase 4 (Section E): Estimated start date: 4Q2024
23

Item	Est. Qty	Est. Price	Sub-Total	# Houses
Water Main Section E	23,500	\$45	<u>\$1,057,500</u>	553
Water Works Total			<u>\$1,057,000</u>	
Sewer Pipes (Section E) and manholes	23,685	\$70	<u>\$1,657,950</u>	
Sewer Works Total			<u>\$1,657,950</u>	

31 Phase 4 total and Letter of Credit: \$2,714,950
32 Phase 4 10% mark-up due to potential CIAC taxes \$271,000
33 **Phase 4 total and Letter of Credit: \$2,985,950**
34
35
36

37 Phase 5 (Section B): Estimated start date: 1Q2026
38

Item	Est. Qty	Est. Price	Sub-Total	# Houses
Water Main Section B	12,500	\$45	<u>\$562,500</u>	305
Water Works Total			<u>\$562,500</u>	
Sewer Pipes (Section B) and manholes	13,563	\$70	<u>\$949,410</u>	
Sewer Works Total			<u>\$949,410</u>	

46 Phase 5 total and Letter of Credit: \$1,511,910
47 Phase 5 10% mark-up due to potential CIAC taxes \$151,000
48 **Phase 5 total and Letter of Credit: \$1,662,910**
49

49 Total Water (w/out 10% markup) \$6,682,730
50 Total Sewer (w/out 10% markup) \$10,115,240
51 **Total (w/out 10% markup) \$16,797,970**

1
2 Attachment B
3

4
5 Form of Permanent Easements
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7

8
9 PARCEL ID:

10 PROPERTY LOCATION: Vicinity Martin Road, Straban Township
11

12 **PERMANENT WATER LINE UTILITY EASEMENT**
13

14 KNOW ALL MEN BY THESE PRESENTS, that CCD Rock Creek LLC, a Delaware limited liability
15 company, 275 Grove St, Suite 3-103, Newton, MA 02466, a Delaware Limited Liability Company, *Grantor*,
16 for and in consideration of the sum of One Dollars (\$1.00), to them in hand paid by THE YORK WATER
17 COMPANY, a corporation organized under the laws of the Commonwealth of Pennsylvania, having its
18 principal place of business in the City and County of York and Commonwealth of Pennsylvania, *Grantee*,
19 the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these
20 presents do grant, bargain, sell and convey to the said Grantee, its successors and assigns, a non-exclusive
21 easement, right, liberty and privilege (the "Easement") from time to time and at all times forever hereafter to
22 enter upon, to excavate and to lay, maintain, operate and use for any related lawful purposes its pipe or pipes,
23 wires, valves, fittings, appliances, accessories and appurtenant equipment as well as to transport any lawful
24 material or substance thereby in, on, under, along and upon:
25

26 The following strip of land extending across lands of CCD Rock Creek LLC in Straban Township,
27 Adams County, Pennsylvania, further described as follows:
28

29 A strip of land, being twenty feet (20') wide throughout, with ten feet (10') on either side of all water
30 mains and services and sewer mains and laterals, as currently installed or as will be installed; located
31 within the Amblebrook development (the "Easement Area") over Grantor's land.
32

33 All as more fully shown on a sketch plan titled "Final Subdivision Plans for Gettysburg Commons",
34 as finally approved by the Township of Straban, and/or modified from time to time.
35

36 And further, to lay, maintain, operate and so use therein or thereon additional pipe or pipes, wires,
37 valves, fittings, appliances, accessories and other appurtenant equipment and to inspect, maintain, operate,
38 use, remove, renew, replace, repair, enlarge and relay any and all of the same, with all necessary rights of
39 ingress, egress and regress to and from the same.
40

41 It is the intention of the parties hereto, and accordingly agreed by the Grantor and Grantee, its
42 successors or assigns, that none of the facilities being now or at any time hereafter installed in the aforesaid
43 strip of land by the said Grantee shall be deemed to be or shall become part of the real estate or subject to
44 any mortgage, lien or encumbrance thereon, but rather the same shall at all times remain the personal property
45 of the Grantee, its successors or assigns.
46

47 By the acceptance of this grant, the said Grantee covenants and agrees for itself, its successors and
48 assigns, that it, or its successors or assigns, respectively, shall and will, from time to time, backfill any
49 excavations made by it or them, respectively, in said strips or tracts of land and, except to the extent that
50 there may be any violations of the provisions of the next paragraph hereof, shall replace and restore the

1 surface of the trench or trenches so excavated to the same grade and condition as existed before such
2 excavation or excavations were made.

3
4 Said Grantor, for itself, its successors and assigns, hereby covenants and agrees to and with the said Grantee,
5 its successors and assigns, that neither it nor any of its successors or assigns, shall or will interfere in any
6 way whatsoever with the exercise of the rights hereby given said Grantee, its successors or assigns, or shall
7 or will erect or maintain or cause or allow to be erected or maintained, any obstruction or obstructions of any
8 nature whatsoever, including but not by way of limitation any structure, wall, fence, pole, tree, septic tank,
9 drainfield, cesspool, dry well, other on-lot sewage disposal equipment or other impediment of any nature
10 whatsoever not hereinbefore enumerated (with the exception of paving) in, on, under, along or upon said
11 strips or tracts of land whereby access to the pipe or pipes, wires, valves, fittings, appliances, accessories and
12 other appurtenant equipment hereinbefore authorized to be laid shall or may be hindered, impeded or
13 damaged in any manner whatsoever, and in the event of any such obstruction, hindrance or impediment, the
14 same may be removed without payment of damages by Grantee, its successors or assigns, whenever such
15 action shall reasonably be deemed by it to be necessary or advisable, and further covenants and agrees that
16 this covenant and agreement and all of the terms, provisions and agreements of Grantors herein made shall
17 run with the land, and further the GRANTORS DO HEREBY WARRANT the Easement hereby granted and
18 Grantor's title to the premises in, on, under, along and upon which the said Easement Area against adverse
19 mortgages, judgments and other liens, claimed by, through or under Grantor, but not otherwise.

20
21 The Easement is non-exclusive, and Grantor reserves for Grantor and Grantor's successors and
22 assigns the right to convey the same or other rights and/or easements to others, so long as such further
23 conveyance is subject to the terms of this Easement.

24
25 Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and
26 enjoy the Grantor's land for all purposes which do not unreasonably interfere with or interrupt the use or
27 enjoyment of the Easement. Grantor may develop Grantor's land, record plats, construct trails, roads,
28 landscaping and other utilities, across the Grantor's land and the Easement Area in a manner that does not
29 materially interfere with Grantee's rights herein.

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31 [SIGNATURE PAGE FOLLOWS]
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2 IN WITNESS WHEREOF, the said Grantors, intending to be legally bound hereby, have caused these
3 presents to be duly executed this _____ day of _____ A.D., Two Thousand and
4 Nineteen (2019).
5
6

7 Signed, sealed and delivered
8 in the presence of:
9
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12 _____
13 *Attest*

CCD Rock Creek LLC
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16

17 COMMONWEALTH OF PENNSYLVANIA)

18 (ss.

19 COUNTY OF _____)
20

21 On this, the _____ day of _____, 20_____, before me, a Notary Public,
22 the undersigned officer, personally appeared _____ known to me (or satisfactorily proven)
23 to be an officer of CCD Rock Creek LLC, and acknowledged that they executed the same for the purposes
24 therein contained.
25

26 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
27
28

29 (SEAL)

30 _____
Notary Public
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CONSENT OF GRANTEE

Grantor is the maker of a Purchase Money Promissory Note dated May 31, 2018, secured by a Purchase Money Mortgage from the Grantor to Greater Gettysburg Investment Group, L.P., a Pennsylvania limited partnership ("Grantee") dated May 31, 2018, and recorded June 19, 2018 in the Office of the Recorder of Deeds in Deed Book 6389 at Page 561 (the "Mortgage"). Grantee joins herein for the sole purpose of subordinating the lien, dignity and priority of the Mortgage to this Permanent Water Line Utility Easement.

GRANTEE:

GREATER GETTYSBURG INVESTMENT GROUP, L.P.,
a Pennsylvania limited partnership

By: Greater Gettysburg Investment GP, LLC
Its General Partners

By: Banbury Holdings, LLC,
Its Authorized Member

By: _____
Name: _____
Title: _____

State of _____ :
: SS:

County of _____ :

On this, the ____ day of _____, 2019, before me, a Notary Public in and for the above-referenced State, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Banbury Holdings, LLC, Authorized Member of Greater Gettysburg Investment GP, LLC, the General Partner of Greater Gettysburg Investment Group, L.P., a Pennsylvania limited partnership, and he, as such _____ being authorized to do so, executed the foregoing instrument in the capacity therein stated and for the purposes therein contained.
In Witness Whereof, I have hereunto set my hand and official seal.

Notary Public

1
2 CONSENT OF GRANTEE
3

4 Grantor is the maker of a Purchase Money Promissory Note dated May 31, 2018, secured by a Purchase
5 Money Mortgage from the Grantor to Greater Gettysburg Investment Group, L.P., a Pennsylvania limited
6 partnership ("Grantee") dated May 31, 2018, and recorded June 19, 2018 in the Office of the Recorder of
7 Deeds in Deed Book 6389 at Page 534 (the "Mortgage"). Grantee joins herein for the sole purpose of
8 subordinating the lien, dignity and priority of the Mortgage to this Permanent Water Line Utility Easement.
9

10 GRANTEE:

11
12 SOUTH CHARLES FINANCIAL, LLC,
13 a Maryland limited liability company
14

15
16 By: _____
17 Name: _____
18 Title: _____
19

20
21
22 State of _____ :
23 : SS:
24 County of _____ :

25 On this, the ____ day of _____, 2019, before me, a Notary Public in and for the above-
26 referenced State, the undersigned officer, personally appeared _____, who acknowledged
27 himself to be the _____ of South Charles Financial, LLC, a Maryland limited liability company,
28 and he, as such _____ being authorized to do so, executed the foregoing instrument in the
29 capacity therein stated and for the purposes therein contained.
30 In Witness Whereof, I have hereunto set my hand and official seal.
31

32
33 _____
34 Notary Public

CONSENT OF GRANTEE

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Grantor is the maker of a Purchase Money Promissory Note dated May 31, 2018, secured by a Purchase Money Mortgage from the Grantor to Greater Gettysburg Investment Group, L.P., a Pennsylvania limited partnership ("Grantee") dated May 31, 2018, and recorded June 19, 2018 in the Office of the Recorder of Deeds in Deed Book 6389 at Page 588 (the "Mortgage"). Grantee joins herein for the sole purpose of subordinating the lien, dignity and priority of the Mortgage to this Permanent Water Line Utility Easement.

GRANTEE:

Leo L. Keller

COMMONWEALTH OF PENNSYLVANIA

ss.

COUNTY OF ADAMS

ON THIS, the _____ day of _____, 2019, before me, the undersigned officer, personally appeared Leo L. Keller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public
My commission expires

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Attachment C

Insurance Requirements

As used in this Attachment C, the "Work" shall mean the Water Work and Sewer Work and "Contractor" shall mean the Company or its contractor performing the Work. Company shall purchase and maintain during the course of this Agreement the following insurance:

- (a) Workers' Compensation Insurance, and if necessary, Excess Liability Insurance, in form and amounts required by law and Employer's Liability Insurance with a minimum limit of \$1,000,000 for bodily injury for each accident, \$1,000,000 policy limit for bodily injury by disease, \$1,000,000 for each employee for bodily injury by disease;
- (b) Commercial General Liability Insurance on an "occurrence" basis, including Contractual Liability covering the Agreement's provisions for indemnification and Completed Operations for three years after the completion of each phase, with the following minimum limits:

Per occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations	
Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 500,000
Medical Expense:	\$ 10,000

Aggregate limits shall apply on a per location or per project basis. No endorsements containing an exclusion or restricting coverage for the following shall be allowed:

- 1. 50' railroad where the work takes place within 50 feet of a railroad
- 2. explosion, collapse or underground hazards where the work involves such hazards
- 3. claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be coverage for the claim
- 4. claims for property damage to the Contractor's work arising out of the products-completed operations hazard where the work was performed by a subcontractor
- 5. claims for indemnity arising out of injury to employees of the insured, unless such claim is covered under Workers Compensation Insurance.
- 6. claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project
- 7. claims related to earth subsidence or movement, where the work involves such hazards.

Company shall name Applicant, Henley Corbelis, LLC, a Delaware limited liability company, CCD Gettysburg Rock Creek Holdings LP, a Delaware limited partnership its' parents, subsidiaries, affiliates and their officers, directors, members, managers, shareholders, agents, successors and assigns and the employees of each of them, and HC RCF LF2, LP, a Delaware limited partnership (collectively, the "Applicant Parties"), as additional insureds and shall include provisions that the coverage provided is primary without contribution from any other coverage available to Applicant or the Applicant Parties using forms of CG2010 10/01 and CG2037 10/01

- (c) Automobile Liability Insurance covering Owned, Non-Owned and Hired Automobiles with a limit of at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage. Contractor shall name Applicant and Applicant Parties as additional insureds and shall include provisions that the coverage provided is primary without contribution from any other coverage available to Applicant or Applicant Parties;
- (d) Company's Pollution Legal Liability insurance providing coverage for third party bodily injury, property damage and clean-up cost arising from pollution conditions caused by Company's operations. Such insurance shall provide not less than \$1,000,000 limit per occurrence and shall include coverage for bodily injury, property damage, clean-up costs and completed operations. If a claims-made policy is purchased, an extended reporting period of at least 33 months beyond the completion of the final phase of the project.
- (e) Umbrella/Excess in excess of underlying liability limits of the Commercial General Liability and Automobile Liability) insurance of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate or such higher

1 limits as actually purchased by Contractor, and following the form of the underlying insurance. Company shall
2 name Applicant, Henley Corbelis, LLC, a Delaware limited liability company, CCD Gettysburg Rock Creek
3 Holdings LP, a Delaware limited partnership its' parents, subsidiaries, affiliates and their officers, directors,
4 members, managers, shareholders, agents, successors and assigns and the employees of each of them, and HC RCF
5 LF2, LP, a Delaware limited partnership
6 (collectively, the "Applicant Parties"), as additional insureds and shall include provisions that the coverage
7 provided is primary without contribution from any other coverage available to Applicant or the Applicant Parties
8 using forms of CG2010 10/01 and CG2037 10/01

9
10 (f) Intentionally deleted.

11 (g)

12 Professional Liability insurance for claims arising from design services with respect to Company's activities as
13 a regulated water and sewer provider with a retroactive date not later than the first day of Contractors work on
14 the project. If the design services are provided in whole or in part by Contractor's subcontractor or
15 consultants, the Contractor's subcontractor or consultants shall also procure professional liability coverage
16 meeting the criteria required herein. If the insurance is written on a claims made basis, the retroactive date
17 shall be prior to the start of Contractor's Work. Renewal policies during this period shall maintain the same
18 retroactive date. Such insurance shall provide not less than \$2,000,000 limit per claim. Such insurance must
19 be maintained for at least two years after final completion of the project.

20
21 A waiver of subrogation in favor of the additional insured is to apply on all policies. Applicant waives subrogation against
22 Company and Contractors.

23
24 The required insurance coverages shall be maintained with companies having a minimum AM Best rating of A-, X and
25 authorized to do business in the Commonwealth of Pennsylvania. Insurance policies shall provide at least thirty (30) days' written
26 notice be given to Applicant before cancellation or material change in the policies. As evidence of coverage, Contractor shall deliver
27 to Applicant before commencing the Work a certificate of insurance:

- 28 a. naming as additional insureds (except for the coverage in clause (a) the Applicant, the Applicant Parties
29 and their agents and their respective employees, managers, members, directors and officers and any other
30 party reasonably requested by Applicant, indicating the required coverages;
31 b. evidencing provision for thirty (30) day's written notice of cancellation or material change to Applicant;
32 c. noting all deductibles, self-insured retentions and claims-made retroactive dates;
33 d. bearing an authorized signature of a licensed agent.

34
35 Contractor and any subcontractors who may be engaged by the Company or it's contractors on Applicant's property shall purchase
36 and maintain the following insurance:

- 37 - General Liability - \$1 million
38 - Auto - \$1 million
39 - Employment Practice Liability Insurance - \$100,000 per incident
40 - Umbrella coverage - \$1 million
41 - Workers' Compensation Insurance in form and amounts required by law and Employer's Liability Insurance with a
42 minimum limit of \$1,000,000 for bodily injury for each accident, \$1,000,000 policy limit for bodily injury by disease,
43 \$1,000,000 for each employee for bodily injury by disease;

44
45 In addition to the requirements noted above, the contractors and subcontractors engaged by the Company or its' contractors for
46 work related to this project must:

- 47 1. name the additional insureds as noted using the coverage forms identified in sections (b), (c) and (E) of this document
48 (Attachment C) and shall include provisions that the coverage provided is primary without contribution from any
49 other coverage
50 2. Procure and maintain other insurance and limits customarily purchased by regulated sewer and water utility
51 companies performing similar work and scope of the project relevant to this contract.

52
53
54 All certificates of insurance shall be on an Acord form. Applicant shall have the right to inspect and review the policies in their
55 entirety, or any endorsements to the policies individually, and shall be provided with copies upon request.

56
57 Neither the Applicant, its agents nor their respective employees will be responsible for any loss or damage caused to the
58 equipment or materials of the Company or Contractor or to any property or articles belonging to the Company or Contractor or its
59 employees, , unless such loss or damage is caused by the negligence of Applicant, its agents or respective employees, and Company

1 or Contractor waives subrogation against Applicant, its agents and their employees and Applicant waives subrogation against
2 Company or Contractor.
3
4

Attachment D
(Insert revised LOC structure)

Letter Of Credit Structure

Amblebrook - Gettysburg, PA

York Agreement - Proposed LOC Structures

Sections with Residual LOC Balances (under previous draw down structure)

Section A (Phase 1)			
W/in the 6th Anniversary of the WTF & WWTF Infrastructure Completion Date			
Connections	Base Credit	Total Base Credits	LOC Balance
			7,394,220
0 - 50	8,000	400,000	6,994,220
50 - 100	11,743	587,145	6,407,075
100 - 150	13,614	680,717	5,726,359
150 - 200	15,486	774,289	4,952,070
200 - 250	17,357	867,861	4,084,208
250 - 300	19,229	961,434	3,122,775
300 - 350	21,100	1,055,006	2,067,769
350 - 400	22,972	1,148,578	919,191
400 - 437	24,843	919,191	-
After the 6th Anniversary of the WTF & WWTF Infrastructure Completion Date			
Connections	Credit Refund	Total Credit Refunds ⁽¹⁾	LOC Balance
			7,394,220
0 - 50	6,000	300,000	7,094,220
50 - 100	9,743	487,145	6,607,075
100 - 150	11,614	580,717	6,026,359
150 - 200	13,486	674,289	5,352,070
200 - 250	15,357	767,861	4,584,208
250 - 300	17,229	861,434	3,722,775
300 - 350	19,100	955,006	2,767,769
350 - 400	20,972	1,048,578	1,719,191
400 - 437	22,843	845,191	874,000
Total		6,520,220	

Section C (Phase 2)			
W/in the 4th Anniversary of the WTF & WWTF Infrastructure Completion Date			
Connections	Base Credit	Total Base Credits	LOC Balance
			4,835,240
0 - 50	8,000	400,000	4,435,240
50 - 100	9,424	471,211	3,964,029
100 - 150	10,136	506,817	3,457,212
150 - 200	10,848	542,423	2,914,789
200 - 250	11,561	578,028	2,336,761
250 - 300	12,273	613,634	1,723,128
300 - 350	12,985	649,239	1,073,888
350 - 400	13,697	684,845	389,043
400 - 427	14,409	389,043	(0)
After the 4th Anniversary of the WTF & WWTF Infrastructure Completion Date			
Connections	Credit Refund	Total Credit Refunds ⁽¹⁾	LOC Balance
			4,835,240
0 - 50	6,000	300,000	4,535,240
50 - 100	7,424	371,211	4,164,029
100 - 150	8,136	406,817	3,757,212
150 - 200	8,848	442,423	3,314,789
200 - 250	9,561	478,028	2,836,761
250 - 300	10,273	513,634	2,323,128
300 - 350	10,985	549,239	1,773,888
350 - 400	11,697	584,845	1,189,043
400 - 427	12,409	335,043	854,000
Total		3,981,240	

Sections without Residual LOC Balances (under previous draw down structure)

Section (Phase)	LOC Balance	Connections	W/in 4-Year Anniversary		After 4-Year Anniversary	
			Base Credit	Total Base Credits	Credit Refund ⁽²⁾	Total Credit Refunds
Section D (Phase 3)	1,598,150	278	5,749	1,598,150	4,749	1,320,150
Section E (Phase 4)	2,985,950	553	5,400	2,985,950	4,400	2,432,950
Section B (Phase 5)	1,662,910	305	5,452	1,662,910	4,452	1,357,910
Total	6,247,010	1,136		6,247,010		5,111,010

Notes:

(1) Reflects a \$2,000 Adjustment to the Base Credit Amount

(2) Reflects a \$1,000 Adjustment to the Base Credit Amount

