

Appendix A-5.2 (ScottMadden)

June 15, 2021

Mayor Michael R. Helfrich
City of York, Pennsylvania
101 South Geroge Street
York, PA 17401

Dear Mayor Helfrich,

ScottMadden, Inc. (“ScottMadden”) performed a valuation of the City of York’s (“York” or the “City”) wastewater operations at the request of the City for the purposes of establishing a fair value in accordance with Public Utility Code (66 PA.C.S) – Valuation of Acquired Water and Wastewater Systems for ratemaking purposes. The resulting conclusion of value should not be used for any other purpose or by any other party for any other purpose. This valuation was conducted in accordance with the Statement on Standards for Valuation Services (“SSVS”) and the Uniform Standards of Professional Appraisal Practice (“USPAP”). The estimates of value that result from a valuation engagement are expressed as conclusions of value.

ScottMadden was restricted or limited in the scope of our work or data available for analysis as follows:

- Financial statements for the years 2019 and 2020 were not available; nor were projected capital expenditures as based on the most recent Engineering Assessment of the City of York Wastewater System Assets (“Engineering Assessment”);
- Original costs prior to 2008 were estimated as original cost records were not available, as outlined in the Engineering Assessment;

Based on our analysis, as described in this valuation report, the conclusion of value of York as of June 15, 2021 is \$269,376,640. This conclusion of value is subject to the Statement of Assumptions and Limiting Conditions found in Appendix A and to the Valuation Analyst’s Representation found in Appendix B. ScottMadden has no obligation to update this report or our conclusion of value for information that comes to our attention after the date of this report.

ScottMadden has no financial interest or contemplated financial interest in the property that is the subject of this report.

Respectfully submitted,



Dylan W. D’Ascendis, CVA, CRRA
Partner
ScottMadden, Inc.



Matthew R. Howard
Manager
ScottMadden, Inc.

Valuation Report

City of York

As of June 15, 2021



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I. INTRODUCTION AND PURPOSE

Dylan W. D’Ascendis, CVA, CRRA, Partner at ScottMadden, Inc. (“ScottMadden”) and Matthew R. Howard, Manager at ScottMadden (full professional qualifications included in Appendix C to this report), have been retained by the City of York (“York” or the “City”) to value their wastewater operations (“Subject Interest”) in accordance with Public Utility Code (“66 PA.C.S.”) – Valuation of Acquired Water and Wastewater Systems for Ratemaking Purposes as of June 15, 2021. The conclusions of value derived as a result of this engagement are valid only for the stated purpose as of the date of valuation. The valuation report does not reflect values of the Subject Interest under any other circumstances other than those described in this report; therefore, no other purpose is intended or should be inferred.

For consideration in this transaction is a 100% interest in York’s wastewater operations, which means that the purchaser of the Subject Interest would be able to control the entity’s operations going forward. The Subject Interest is not a marketable interest since it is not publicly traded, and it would be difficult to immediately turn the Subject Interest into cash.

ScottMadden has used fair market value as the standard of value for this engagement. The Internal Revenue Service’s Revenue Ruling 59-60 recommends the use of fair market value for valuation of corporate stocks on which market quotations are either unavailable or of such scarcity that they do not reflect the fair market value. Fair market value is defined in Section 25.2512-1 of the U.S. Treasury Regulations (Gift Tax Regulations) as:

The price at which property would change hands between a willing buyer and willing seller, neither being under any compulsion to buy or to sell, and both having reasonable knowledge of relevant facts.

The premise of value is an assumption regarding the most likely set of transactional circumstances that may be applicable to the subject valuation. In lay terms, this explains what is going to happen to the Subject Interest after the transaction. There are any number of variations of premise of value, but two general premises of value are Liquidation (the Subject Interest does not continue operating after the transaction) and Going Concern (the Subject Interest continues operating after the transaction). The premise of value applied in this valuation study is Going Concern as there is no indication that the Subject Interest would cease operations after the transaction.

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II. BACKGROUND AND OPERATIONS

The Subject Interest is the wastewater operations of York.

York's wastewater operations provide wastewater treatment, conveyance, and collection services to residents within the City of York, and wastewater treatment and conveyance services to residents outside the City of York, including customers from Manchester Township, North York Township, Springettsbury Township, Spring Garden Township, West Manchester Township, West York Borough, and York Township (collectively, the "Surrounding Municipalities").¹

The existing wastewater system consists of a wastewater treatment plant ("WWTP"), which provides treatment to approximately 15,649 service connections across nearly 104 miles of piping within the City of York, as well as to residents in the Surrounding Municipalities as noted above. The WWTP was constructed in 1937, and currently is designed to treat an average daily flow of 18 million gallons per day, with the potential to treat a maximum of 26 million gallons per day.

III. SUMMARY OF VALUATION APPROACHES

The valuation of the Subject Interest as a Going Concern considers several methods. Each method, at times, may appear more theoretically justified in its use than others. The soundness of a particular method is based on the specific circumstances of each case. ScottMadden is responsible for determining the reasonableness of each approach/method of valuation for York at this time. The commonly used methods of valuation can be grouped into one of three general approaches: The Cost Approach, the Market Approach, and the Income Approach.

A. Cost Approach

The Cost Approach is a valuation method that typically values the underlying assets of a company to derive their market value. Because this method only focuses on the company's underlying assets, it fails to reflect the past and projected profitability of the company, as well as the associated risks inherent in the company's operations. Typically, the analyst would start with the current replacement (or reproduction) cost new of the assets being valued, and then deduct for the loss in value caused by physical deterioration, functional obsolescence, and economic obsolescence of those assets, to arrive at an indicated market value.

B. Market Approach

The Market Approach considers comparable transactions of similar utilities in the same general timeframe and general operational area as the company and other market-based data to establish a fair market value. Usually, finding comparable transactions is difficult, if not impossible, since no two companies are identical, nor are they

¹ Appendix D, at 1. Resident estimates are approximately 43,907 and 113,062 for the City of York and the Surrounding Municipalities, respectively, based on 2020 population estimates from the United States Census Bureau.

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usually timely. In addition, details surrounding utility transactions, particularly private transactions, are incomplete at best. In spite of these challenges, an analyst may be able to pinpoint a relevant multiple of purchase price or transaction value and then apply that multiple to the Subject Interest to derive a value for that Interest. One can also look to the market data of publicly-traded companies comparable in risk to the Subject Interest for an indication of value.

C. Income Approach

The Income Approach provides an indication of value by discounting the expected or future cash flows of a company to a present value. The projected cash flows must account for additional investment and reflect the specific growth potential of the system being valued. The discount rate used to calculate the present value of the company must be derived from market data of similar risk companies. The discount rate must also take into account how the potential acquirer will finance the transaction (e.g. debt, equity, or a combination of debt and equity).

IV. APPLICATION OF THE COST APPROACH

A. Description of Facilities

The description of York's assets are described fully in the Engineering Assessment of the City of York Wastewater System Assets, authored by Buchart Horn, Inc. (the "Engineering Assessment") (attached as Appendix E to this report), and summarized below:

As mentioned above, York's wastewater operation is comprised of a WWTP, and approximately 104 miles of piping covering 15,649 service connections. As noted above, while York does not own collection assets in the Surrounding Municipalities, it does treat their wastewater.

i. Wastewater Treatment Plant

The York WWTP accepts wastewater from the City of York and the Surrounding Municipalities as noted above. The York WWTP is comprised of the primary structures/processes as detailed in the previously mentioned Engineering Assessment and as shown in Table 1, below:

Table 1: Wastewater Treatment Plant Inventory²

| York No. | Structure No. | Process/Structure | York No. | Structure No. | Process/Structure |
|----------|---------------|--------------------------------------|----------|----------------|--|
| 1 | 1 & 2 | Headworks | 30 | 45 & 46 | Microturbine Building |
| 2 | 3 | T3 Raw Sewage Wet Wall | 31 | 47 | Pressure Water Pumping Station |
| 3 | 4-11 | Primary Clarifiers, Channels, Tunnel | 32 | 48 | Chlorine Building (Blower Building) |
| 4 | 12 | Primary Sludge Pump Station | 33 | 49, 50, 51, 52 | Digester Building; Digesters #1, 2 & 3 |
| 5 | 13 | Train 1 & 2 FeSO ₄ Tank | 34 | 54 & 55 | Ash Lagoons |

² Appendix E, at 4-6. See also, Schedule 1.

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| York No. | Structure No. | Process/Structure | York No. | Structure No. | Process/Structure |
|----------|---------------|---|----------|----------------|--|
| 6 | 14 | Stormwater Pumping Station | 35 | 56 | Filtrate Pump Station |
| 7 | 15 | Primary Effluent Pump Station | 36 | 57 & 58 | Filtrate Holding Tanks |
| 8 | 16 | Old PS-1; New T-1 Feed Pump Station | 37 | 59 | Substation #1 |
| 9 | 17 | Train 1 Final Clarifier | 40 | 62 | Substation #3 |
| 10 | 18 | Oxygen Generation Building | 41 | 63 | Substation #4 |
| 11 | 19 & 20 | Train 1 Final Clarifier | 42 | 64, 65, 66, 67 | Primary Clarifier & Train 2 Scum Boxes |
| 12 | 21 | Train 1 RSPS (Primary Switch Gear) | 43 | 68, 69, 70 | T3 Remote Scum Box #1, 2 & 3 |
| 13 | 22 | Chief Operator Mini-Lab | 44 | 71 | Train 3 Control Scum Box |
| 14 | 23 | Train 2 A2O Tank | 45 | 72 | Train 3 Decant Grinder Pump Station |
| 15 | 24, 25, 26 | T2 Final Clarifiers #1, 2 & 3 | 46 | 74 | Cascade |
| 16 | 27 | Train 2 RSPS | 47 | 75 | Train 2 Effluent Pumping Station |
| 17 | 28 | Train 3 Parshall Flume | 48 | 76, 77 | Train 2 Effluent Bypass Chambers |
| 18 | 29 | Train 3 A2O Splitter Box | 49 | 79 | Ground Water Well #2 |
| 19 | 30 | Train 3 A2O Tank | 50 | 80 | Flotation Thickener Bypass Chamber |
| 20 | 31 | Train 3 Final Clarifier Flow Splitter Box | 51 | 81 | T-2 CLF Effluent Diversion Chamber |
| 21 | 32, 33, 34 | Train 3 Final Clarifier #1,2 & 3 | 52 | 82 | T-1 FCLF Splitter Box (Old Tank 9) |
| 22 | 35 | Train 3 RSPS | 53 | 83 | Train 3 Raw Sewage Flow Meter |
| 23 | 36 | Train 3 FeSO4 | 54 | 84 | Waste Gas Burner Building |
| 24 | 37 | Filter Building | 55 | 86 | Administration Building |
| 25 | 38 | Ultraviolet Light Contact Tank | 56 | 87 | Effluent Flow Meter Vault |
| 26 | 39 | Maintenance Building | 58 | -- | Site |
| 27 | 40 | Solids Handling Building | 59 | -- | Vehicle Storage Building |
| 28 | 42 | Control Building | 60 | -- | Valve Chamber T-16 |
| 29 | 43 & 44 | Gravity Thickeners | 61 | -- | On-Site Vehicles |

ii. Collection and Conveyance System

The York wastewater collection and conveyance system is composed of 92 miles of collection sewers and 12 miles of conveyance sewers, ranging in size from 18 inches to 72 inches in diameter, broken down as follows:

- | | |
|-------------------------------|-------------------------------|
| ■ 0.38 miles of 6-inch pipes | ■ 0.17 miles of 22-inch pipes |
| ■ 77.53 miles of 8-inch pipes | ■ 2.00 miles of 24-inch pipes |
| ■ 6.45 miles of 10-inch pipes | ■ 0.94 miles of 27-inch pipes |
| ■ 4.25 miles of 12-inch pipes | ■ 1.66 miles of 30-inch pipes |
| ■ 0.04 miles of 14-inch pipes | ■ 1.44 miles of 36-inch pipes |
| ■ 2.80 miles of 15-inch pipes | ■ 0.81 miles of 42-inch pipes |
| ■ 0.27 miles of 16-inch pipes | ■ 1.16 miles of 48-inch pipes |
| ■ 1.82 miles of 18-inch pipes | ■ 0.36 miles of 54-inch pipes |
| ■ 0.17 miles of 20-inch pipes | ■ 0.01 miles of 60-inch pipes |
| ■ 0.60 miles of 21-inch pipes | ■ 0.98 miles of 72-inch pipes |

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The collection system also includes the York Industrial Park pump station and the 15,649 service connections noted above.

B. Calculation of Reproduction Cost New Less Depreciation

The first step in arriving at the fair market value of the assets of the Subject Interest using the Cost Approach derives the “Reproduction Cost New” for the assets that comprise York’s wastewater operations. In order to arrive at the Reproduction Cost New for the York’s assets, ScottMadden began with the original cost of the assets provided by the Engineering Assessment and used the Handy-Whitman Index (the “Index”) to determine the current reproduction value. The Index is prepared specifically for electric, gas, and water utilities, and is the only publication of its kind available to the public. The Index has been published continuously since 1924. The Index is comprised of historical index values for various accounts prescribed by the NARUC Uniform System of Accounts, as well as for construction, material, and labor, by geographic region of the United States. For assets not included in the Index (specifically laboratory equipment, transportation equipment, and host computers and mainframes), ScottMadden used the Producer Pricing Index.

The trended original cost method consists of the development of adjustment factors from the time when the asset was put into service to the current date. For example, an average main (NARUC account 331) placed into service in 1985 with an original cost of \$100,000 would be trended forward by the ratio of the index value at the current date divided by the index value at the time of installation. The index value of NARUC account 331 in January 2021 is 883.00, and the index value at 1985 when the assets were installed was 254.00, which means the ratio applied to the original cost of the distribution main would be 3.48.³ This would translate into a current cost for that main of \$347,638.⁴

The next step in deriving the fair market value of the Subject Interest using the Cost Approach is to quantify the amount of physical deterioration, functional obsolescence, and economic obsolescence of the assets. Physical deterioration is caused by use, wear and tear, and the aging process. Functional obsolescence is caused by changes in design or construction to create efficiencies not present in the current asset. Economic obsolescence is a loss in value due to external factors not in the control of the entity such as economic conditions. The most common measure of physical deterioration is the reserve held for depreciation, which is based on the asset’s remaining life versus its average useful life. Functional obsolescence is measured by comparing the subject asset to a replacement asset with current technology. The Engineering Assessment found no significant functional obsolescence for York’s assets. Economic obsolescence is usually measured by market conditions, which have been supportive towards the water and wastewater industries in the recent past, as well as prospectively, so ScottMadden does not believe there is significant economic obsolescence present in York’s assets. Since the only

³ 883.00 / 254.00 = 3.48.

⁴ (883.00 / 254.00) x \$100,000 = \$347,638.

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applicable measure of loss of value is physical deterioration, the useful lives for each asset were determined, and reserves for depreciation were calculated for each York asset if original costs were available. As mentioned previously, assets prior to 2008 did not have original cost records, so ScottMadden relied upon the estimation of original costs provided by the Engineering Assessment.

i. Indication of Value Using the Cost Approach

Using the Handy-Whitman and Producers Pricing Indices to trend the original cost, less depreciation of York's assets forward, ScottMadden arrived at the Reproduction Cost New minus depreciation value of \$160,911,998.

As stated above, the value derived from the Cost Approach is based solely on the underlying assets of the Subject Interest, which means it does not take into account the expected cash flows of these assets. For York, this difference is significant. Since York does not own assets in the Surrounding Municipalities, the Cost Approach significantly understates York's fair market value.

Additionally, even though the Handy-Whitman Index takes into account the changes in the cost of various factors over time in different regions throughout the country, it cannot take into account intricacies such as terrain (e.g. mountains in Appalachia versus farmland in Pennsylvania) or changes in development and zoning since original installation. All else remaining equal, different terrains or changes in laws will translate into different timeframes to complete the project, which will directly affect costs.

V. APPLICATION OF THE MARKET APPROACH

A. Market Value of Invested Capital to Net Plant Multiple Method

The Market Approach is a valuation technique whereby the value of a company is estimated based on pricing relationships associated with market transactions involving similar companies, and/or market values of a similarly traded comparable risk group. One technique to derive a value using market data would be to apply a ratio of market value of invested capital to net plant ratio of a comparable risk group to the original cost less depreciation ("OCLD") value of the City's assets. As shown on page 2 of Schedule 2, market value of invested capital to net plant of the water utility proxy group used to derive the weighted average cost of capital ("WACC") in the Income Approach range from 0.9251x to 2.4940x net plant.

In calculating the City's OCLD, ScottMadden relied on the same data as discussed above in Section IV. As of May 28, 2021, the OCLD for the City's assets was \$82,267,297.⁵ Applying the range of market value of invested capital to net plant ratios of 0.9251x to 2.4940x to the estimated OCLD results in an indicated range of values between \$76,107,891 and \$205,173,566 with an average of \$146,242,945 as shown on page 3 of Schedule 2.

⁵ As shown on Column [4] of page 1 of Schedule 1.

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ScottMadden also relied on the market value of invested capital to net plant ratio for The York Water Company (“YORW”). As shown on page 2 of Appendix F, although YORW’s service area is larger than that of the City, it overlaps with that of the City. Given that YORW represents a market-based entity facing similar risks, operating in a similar geographic area at a similar point-in-time, ScottMadden specifically calculated the application of York’s OCLD to YORW’s market value of invested capital to net plant ratio in deriving an indicated market result of \$181,743,972.

As shown on page 1 of Schedule 2, ScottMadden relied on the average of the water utility derived value and the YORW derived value of \$163,993,458.

B. Comparable Sales Method

ScottMadden also researched transactions involving companies who acquired 100% of a water or sewer interest since 2015. That research returned 90 results from around the country which are contained on pages 4-5 of Schedule 2.⁶ A common ratio which can be used to determine the City’s market value is transaction value per equivalent domestic unit (“EDU”). The purchase price per EDU ratios for the relevant transactions are also shown on pages 4-5 of Schedule 2. As shown on page 5 of Schedule 2, the nationwide average purchase price to EDU is 4.29x, while the Pennsylvania average purchase price to EDU is 6.20x.⁷ The City’s EDUs were calculated by first finding the average annual residential consumption and then dividing the total annual consumption of the system by the average annual residential consumption. Given the approximate 74,671.33 EDUs served by York,⁸ indicated values using this approach range from \$320,039,604 to \$462,832,120.

C. Indication of Value Using the Market Approach

Averaging the market value of invested capital method, and the Pennsylvania average value of the comparable sales method, indicates a value of \$313,412,789 for York as shown on page 1 of Schedule 2.

VI. APPLICATION OF THE INCOME APPROACH

ScottMadden performed an independent study of the value of the income generated from service to its customers. The Income Approach employed by ScottMadden is based on the “highest and best use” assumption that the assets of York would be “maximally productive” or profitable if owned by similar entities.

⁶ Transaction details are provided in Appendix G.

⁷ Multiple in thousands.

⁸ $765,552,100 / 12,744 = 60,071.57$; $4,485,624,312 / 60,071.57 = 74,671.33$. Average residential consumption based on customers within the City of York.

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ScottMadden has prepared a financial model to develop the indicated value of the Subject Interest. The underlying data was taken from the City's financial books and records. Due to the limited purposes of these financial statements, they may be incomplete or contain departures from generally-accepted accounting principles. ScottMadden has not audited, reviewed, or compiled these statements and express no assurance of them. Additionally, as noted above, the City does not have financial records past 2018.

A. Operating Revenue Assumptions

The vast majority of the City's revenues are tied to fees for the collection, treatment and conveyance of wastewater for customers within the City, and fees for treatment and conveyance of wastewater for customers in the Surrounding Municipalities.⁹ Based on ScottMadden's discussions with York, ScottMadden allocated 35% of Charges for Services to customers within the City, and 65% to customers outside the City (i.e. customers within the Surrounding Municipalities). Further, revenues are dependent on two factors; population growth and rate increases. Upon review of U.S. census data, ScottMadden has concluded that the City's population will be flat or slightly increasing going forward. However, U.S. census data for the Surrounding Municipalities indicates that the average compound growth was 0.38% for the period 2010-2020. Based on this, ScottMadden applied a population growth factor of 0.38% to Charges for Services outside the City each year into perpetuity beginning 2021.¹⁰

In regard to rate increases, on November 17, 2020 the City introduced an ordinance increasing rates for customers within the City by approximately 41.25%,¹¹ which ScottMadden applied to the 2021 Charges for Services within the City. Further, based on discussion with York, it was determined that yearly rate increases of 4% starting 2022 and into perpetuity were necessary, which ScottMadden applied to Charges for Services both inside and outside the City.

B. Operating Expense Assumptions

General operating expenses for the City are primarily comprised of administrative, maintenance, operational, contracted and professional services, and various miscellaneous expenses. All expenses are assumed to increase at the projected level of the Consumer Price Index¹² ("CPI").

⁹ The Surrounding Municipalities are billed on a wholesale basis.

¹⁰ ScottMadden applied a population growth factor of 0.27% for the Surrounding Municipalities in 2020 based on the average compound growth rate from 2010-2019.

¹¹ Appendix H. Although the City eventually adopted a more modest rate increase after receipt of Pennsylvania-American Water Company's ("PAWC") proposal, the November 17, 2020 Ordinance provides an indication of the costs of operating the system absent the proposed sale to PAWC.

¹² ScottMadden employed a CPI projection of 2.20% per year, based on the long-term CPI projection published by *Blue Chip Financial Forecasts*. See, *Blue Chip Financial Forecasts*, Vol. 39, No. 12, December 1, 2020 at 14; Appendix J, at 24.

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C. Future Capital Requirements Assumptions

The projected capital improvements for the City from 2021 through 2026 are based on those identified in the report titled “Capital Improvements Planning, Funding and Financing for York City Sewer Authority” (the “Report”) dated December 10, 2019. Specifically, the Report identified improvements based on level of priority, from “very high” to “very low”.¹³ Based on the respective priority levels, ScottMadden assumed all improvements assigned very high priority would occur in 2021 (\$11.9M) and those assigned high would occur in 2022 (\$6.6M). For all improvements assigned a priority of medium-to-high (\$17.9M), medium (\$0.43M), and medium-to-low (\$4.0M), ScottMadden assumed those improvements would collectively occur during the period 2023-2025, reflecting an annual expenditure of \$7.5M for each of those three years. Lastly, ScottMadden assumed all improvements classified as low priority (\$2.1M) would occur in 2026.¹⁴ Starting in 2027, ScottMadden grew the \$2.1M from 2026 forward at the rate of inflation into perpetuity.

D. Discount Rate

After calculating the expected cash flows, an appropriate discount rate must be calculated in order to arrive at a value of the Subject Interest based on the Income Approach. The discount rate is the investor-required expected rate of return on the assets. An investor in any company needs to be compensated for the risk of that investment, and a higher level of risk equates to a higher required rate of return. The overall rate of return in this instance is defined by the WACC. ScottMadden has calculated a discount rate which relates to the traditional method of financing for publicly-traded water and wastewater companies, which uses an equal mix between debt and equity capital.

For the common equity cost rate, ScottMadden applied the Discounted Cash Flow (“DCF”), Risk Premium (“RPM”) and Capital Asset Pricing Models (“CAPM”) to a proxy group of publicly-traded water companies and a group of non-regulated companies comparable in total risk to the water utility group. Application of these cost of common equity models to these groups results in an indicated cost of common equity of 10.25% which is presented in Appendix J.

The representative capital structure is a hypothetical capital structure based on the range of capital structures for fiscal year 2020 of the publicly-traded proxy group companies used to derive the cost of common equity.¹⁵ For the debt cost rate used in the WACC calculation, ScottMadden used the average Moody’s A2 public utility bond rate as of April 16, 2021 for an investor-owned entity.¹⁶ Table 2 below illustrates the assumed WACC of an investor-owned water utility.

¹³ Appendix I, at 19-23. The priority levels were very high, high, medium-to-high, medium, medium-to-low, low, and very low.

¹⁴ Improvements assigned a very low priority did not have associated cost estimates.

¹⁵ The range of equity ratios of the proxy group companies were from 21.91% to 59.28% at 2020 fiscal year end.

¹⁶ Source of Information: Bloomberg Professional Services.

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Table 2: Assumed WACC

| Type of Capital | Cost Rate | Ratio | Weighted Cost |
|-----------------|-----------|----------------|---------------|
| Long-Term Debt | 3.41% | 50.00% | 1.71% |
| Common Equity | 10.25% | 50.00% | 5.13% |
| Total | | 100.00% | 6.84% |

E. Indicated Value Using the Income Approach

Inputting the estimated revenue, expense, and capital expenditure data into the model resulted in an indicated value of \$249,443,744.

VII. CONCLUSION OF VALUE – SUBJECT INTEREST

No method of valuation will produce the exact value of a business. A valuation study cannot incorporate market conditions at the time of sale or predict a potential investor's desire, or lack thereof, to acquire the business. ScottMadden has determined the range of values of the Subject Interest based on the relative weighting of the three valuation methods. The weightings indicate the value placed on each appraisal method from the valuation expert.

In ScottMadden's opinion, the Income and Market Approaches should receive 45% weight and the Cost Approach 10% weight. The reason for this is the Cost Approach does not completely represent York's fair market value of the tangible assets and does not include the value of the contracts with the Surrounding Municipalities which need to be valued separately and added to the Cost Approach value in order to make the Cost Approach comparable to the results of the Income and Market Approaches. In this instance, the value of York is not only reflected in its physical assets, but its intermunicipal flow volumes. In lieu of valuing York's contracts with the Surrounding Municipalities as intangible assets, ScottMadden has simply assigned less weight to the results of the Cost Approach. The ranges of values and relative weightings of the valuation approaches for each scenario are set forth in Table 3 below:

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Table 3: Conclusion of Value for the Subject Interest

| Valuation Approach | Indicated Value | Weight | Weighted Value |
|------------------------|-----------------|-------------|----------------------|
| Cost | \$160,911,998 | 10% | \$16,091,200 |
| Market | \$313,412,789 | 45% | \$141,035,755 |
| Income | \$249,443,744 | 45% | \$112,249,685 |
| Indicated Value | | 100% | \$269,376,640 |

In addition to the purchase price, the parties should consider the value of additional items including, but not limited to, the following; any debt balance, any balance of materials and supplies, prepaid expenses, and outstanding customer accounts receivable at the date of closing.

VIII. CLOSURE

ScottMadden strived to consider all relevant information and data presented by the City. ScottMadden appreciates the City's willingness to provide critical data necessary to complete the engagement. ScottMadden also appreciates the valuable input from the City. Again, ScottMadden has no financial interest or contemplated financial interest in the property that is the subject of this report.

Respectfully submitted,



Dylan W. D'Ascendis, CVA, CRRA
Partner
ScottMadden, Inc.



Matthew R. Howard
Manager
ScottMadden, Inc.

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APPENDIX A: STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

The conclusion of value arrived at herein is valid only for the stated purpose as of the date of the valuation. All data relied upon by ScottMadden, Inc. was provided before June 15, 2021. All subsequently received data was not considered.

Financial statements and other related information provided by the City, or its representatives, in the course of the engagement, have been accepted without any verification as fully and correctly reflecting the enterprise's business conditions and operating results for the respective periods. Except as specifically noted herein, ScottMadden, Inc. has not audited, reviewed, or compiled the financial information provided and, accordingly, expresses no audit opinion or any form of assurance on this information.

Public information has been obtained from sources ScottMadden, Inc. believes to be reliable. However, ScottMadden makes no representation as to the accuracy or completeness of such information and have performed no procedures to corroborate the information

ScottMadden, Inc. does not provide assurance on the achievability of the results forecasted because unexpected events and circumstances frequently occur; differences between actual and expected results may be material; and achievement of the forecasted results is dependent on actions, plans, and assumptions of management.

The conclusion of value arrived at herein is based on the assumption that the current level of management expertise and effectiveness would continue to be maintained, and the character and integrity of the enterprise through any sale, reorganization, exchange, or diminution of the owners' participation would not be materially or significantly changed.

This report and the conclusion of value arrived at herein are for the exclusive use of the City for the sole and specific purposes as noted herein. They may not be used for any other purpose or by any other party for any purpose. Furthermore, the report and conclusion of value are not intended by ScottMadden, Inc., and should not be construed by the reader, to be investment advice in any manner whatsoever. The conclusion of value represents the considered opinion of ScottMadden, Inc. based on information furnished to it by the City and other sources.

Neither all nor any part of the contents of this report (especially the conclusion of value) should be disseminated to the public through advertising media, public relations, news media, sales media, mail, direct transmittal, or any other means of communication without the prior written consent and approval of ScottMadden, Inc.

Future services regarding the subject matter of this report, including, but not limited to testimony or attendance in court, shall not be required of ScottMadden, Inc. unless previous arrangements have been made in writing.

ScottMadden, Inc. is not an environmental consultant or auditor, and it takes no responsibility for any actual or potential environmental liabilities. Any person entitled to rely on this report, wishing to know whether such liabilities exist, or the scope and their effect on the value of the property, is encouraged to obtain a professional environmental assessment. ScottMadden, Inc. does not conduct or provide environmental assessments and has not performed one for the subject property.

No change of any item in this valuation report shall be made by anyone other than ScottMadden, Inc., and it will not have any responsibility for any such unauthorized change.

ScottMadden has conducted interviews with the current management of York concerning the past, present, and prospective operating results of the Subject Interest.

Appendix A-5.2 (ScottMadden)

Except as noted, ScottMadden, Inc. has relied on the representations of the Engineering Assessment concerning the value and useful condition of all equipment, real estate, and any other assets, except as specifically stated to the contrary in this report.

ScottMadden, Inc. has no financial interest or contemplated financial interest in the Company that is the subject of this report.

Appendix A-5.2 (ScottMadden)

APPENDIX B: VALUATION ANALYST'S REPRESENTATIONS

The analyses, opinions, and conclusion of value included in the valuation report are subject to the specified assumptions and limiting conditions (see Appendix A), and they are the personal analyses, opinions, and conclusion of value of the valuation analyst.

The economic and market data included in the valuation report have been obtained from various printed or electronic reference sources that the valuation analyst believes to be reliable. The valuation analyst has not performed any corroborating procedures to substantiate that data.

The valuation engagement was performed in accordance with the American Institute of Certified Public Accountants Statement on Standards for Valuation Services and the Uniform Standards of Professional Appraisal Practice.

The parties for which the information and use of the valuation report is restricted are identified; the valuation report is not intended to be and should not be used by anyone other than such parties.

The analyst's compensation is fee-based and is not contingent upon the development or reporting of a predetermined value or direction of value that favors the cause of the City, the amount of the estimate of value, or the attainment of a stipulated result.

The valuation analyst relied upon the representations of the Engineering Assessment for estimated reproduction costs and original costs of certain assets during the valuation engagement.

The valuation analyst has no obligation to update the report or the opinion of value for information that comes to their attention after the date of the report.

Signature of the Analysts:



Dylan W. D'Ascendis, CVA, CRRA
Partner
ScottMadden, Inc.



Matthew R. Howard
Manager
ScottMadden, Inc.

Appendix A-5.2 (ScottMadden)

Summary

Dylan is an experienced consultant and a Certified Rate of Return Analyst (CRRRA) and Certified Valuation Analyst (CVA). He has served as a consultant for investor-owned and municipal utilities and authorities for 13 years. Dylan has extensive experience in rate of return analyses, class cost of service, rate design, and valuation for regulated public utilities. He has testified as an expert witness in the subjects of rate of return, cost of service, rate design, and valuation before 30 regulatory commissions in the U.S., a Canadian Province, an American Arbitration Association panel, and the Superior Court of Rhode Island.

He also maintains the benchmark index against which the Hennessy Gas Utility Mutual Fund performance is measured. He serves on the Rates and Regulatory Committee of the National Association of Water Companies (NAWC).

Areas of Specialization

- Regulation and Rates
- Utilities
- Mutual Fund Benchmarking
- Capital Market Risk
- Rate Case Support
- Financial Modeling
- Valuation
- Regulatory Strategy
- Rate of Return
- Cost of Service
- Rate Design

Recent Expert Testimony Submission/Appearances

| <i>Jurisdiction</i> | <i>Topic</i> |
|--|------------------------------|
| ■ Pennsylvania Public Utility Commission | Valuation |
| ■ New Jersey Board of Public Utilities | Cost of Service, Rate Design |
| ■ Pennsylvania Public Utility Commission | Return on Common Equity |
| ■ South Carolina Public Service Commission | Return on Common Equity |
| ■ American Arbitration Association | Valuation |

Recent Assignments

- Provided expert testimony on the cost of capital for ratemaking purposes before numerous state utility regulatory agencies
- Maintains the benchmark index against which the Hennessy Gas Utility Mutual Fund performance is measured
- Sponsored valuation testimony for a large municipal water company in front of an American Arbitration Association Board to justify the reasonability of their lease payments to the City
- Co-authored a valuation report on behalf of a large investor-owned utility company in response to a new state regulation which allowed the appraised value of acquired assets into rate base

Recent Publications and Speeches

- Co-Author of: "Decoupling, Risk Impacts and the Cost of Capital", co-authored with Richard A. Michelfelder, Ph.D., Rutgers University and Pauline M. Ahern. The Electricity Journal, March, 2020.
- Co-Author of: "Decoupling Impact and Public Utility Conservation Investment", co-authored with Richard A. Michelfelder, Ph.D., Rutgers University and Pauline M. Ahern. Energy Policy Journal, 130 (2019), 311-319.
- "Establishing Alternative Proxy Groups", before the Society of Utility and Regulatory Financial Analysts: 51st Financial Forum, April 4, 2019, New Orleans, LA.
- "Past is Prologue: Future Test Year", Presentation before the National Association of Water Companies 2017 Southeast Water Infrastructure Summit, May 2, 2017, Savannah, GA.
- Co-author of: "Comparative Evaluation of the Predictive Risk Premium Model™, the Discounted Cash Flow Model and the Capital Asset Pricing Model", co-authored with Richard A. Michelfelder, Ph.D., Rutgers University, Pauline M. Ahern, and Frank J. Hanley, The Electricity Journal, May, 2013.
- "Decoupling: Impact on the Risk and Cost of Common Equity of Public Utility Stocks", before the Society of Utility and Regulatory Financial Analysts: 45th Financial Forum, April 17-18, 2013, Indianapolis, IN.

Appendix A-5.2 (ScottMadden)

| Sponsor | Date | Assets Valued | Description |
|---|---------|--|---|
| City of York, PA | 06/2021 | Wastewater Operations | Authored Valuation Report, which will be a part of an Act 12 Filing |
| Aqua New Jersey, Inc. | 05/2021 | Confidential Wastewater Operations in NJ | Authored Valuation Report for internal purposes |
| Aqua New Jersey, Inc. | 05/2021 | Confidential Water and Wastewater Operations in NJ | Authored Valuation Report for internal purposes |
| Aqua Ohio, Inc. | 05/2021 | Confidential Water Operations in OH | Authored Valuation Report for internal purposes |
| Aqua Pennsylvania, Inc. | 04/2021 | Confidential Wastewater Operations in PA | Authored Valuation Report for internal purposes |
| Aqua New Jersey, Inc. | 04/2021 | Confidential Wastewater Operations in NJ | Authored Valuation Report for internal purposes |
| Aqua Pennsylvania, Inc. | 02/2021 | Confidential Wastewater Operations in PA | Authored Valuation Report for internal purposes |
| Artesian Water Company, Inc. | 01/2021 | Wastewater Operations for Delaware City, DE | Authored valuation report for internal purposes |
| EPCOR Distribution and Transmission, Inc., Alberta Canada | 12/2020 | Fiber Optic Cable Assets | Fiber optic cable available for lease for Internal purposes |
| EPCOR Distribution and Transmission, Inc., Alberta Canada | 12/2020 | Duct Bank Assets | Duct banks available for lease for Internal purposes |
| Borough of Lewistown, PA | 08/2020 | Water Operations | Authored valuation report for internal purposes |
| Artesian Water Company, Inc. | 06/2020 | Wastewater Operations for Town of Frankford, DE | Authored valuation report for internal purposes |
| Foster Township, PA | 04/2020 | Water Operations | Authored valuation report for internal purposes |
| City of Erie, PA | 04/2020 | Water Operations | Authored valuation report for internal purposes |
| Delaware County Regional Water Quality Control Authority | 02/2020 | Wastewater Operations | Authored Valuation Report, which will be a part of an Act 12 Filing |
| Aqua North Carolina, Inc. | 02/2020 | Confidential Water Operations in NC | Authored Valuation Report for internal purposes |
| Aqua New Jersey, Inc. | 02/2020 | Confidential Water Operations in NJ | Authored Valuation Report for internal purposes |
| Aqua Ohio, Inc. | 11/2019 | Confidential Wastewater Operations in OH | Authored Valuation Report for internal purposes |
| Steelton Water Authority | 06/2018 | Water Operations | Authored Valuation Report, which will be a part of an Act 12 Filing |
| Sara Golvinveaux McGinnes Trust | 04/2018 | Electric Operations of Block Island Power Company | Authored Valuation Report for Superior Court Trial |
| Mahoning Township, PA | 09/2017 | Water and Sewer Assets | Authored Valuation Report, which is part of an Act 12 Filing |
| Atmos Energy Corporation | 09/2016 | Intrastate Natural Gas Pipeline | Authored Valuation for internal purposes. |
| Springfield Township, PA | 08/2014 | Water and Sewer Assets | Co-Authored Valuation Report, which was part of House Bill 1379 Filing (similar to PA Act 12) |
| Aqua Illinois, Inc. | 07/2014 | Village of Glenview, IL (North Maine Utilities) Sewer Assets | Co-Authored Valuation report for internal purposes |

Appendix A-5.2 (ScottMadden)

| Sponsor | Date | Assets Valued | Description |
|-------------------------------------|-------------|------------------------|--|
| Erie City Water Authority, Erie, PA | 12/2013 | Water Assets | Sponsored Valuation Testimony in Arbitration Hearing |
| City of Allentown, PA | 12/2012 | Water and Sewer Assets | Assisted in the generation of Valuation Report |

Appendix A-5.2 (ScottMadden)

Summary

Matthew Howard joined ScottMadden in 2017. He has co-authored valuation reports on several occasions and provided primary support on multiple occasions. In addition, he has extensive experience working across a variety of regulatory matters, having supported over 100 proceedings and filings. Mr. Howard earned a B.A. in psychology from the University of Colorado and an M.B.A., with honors, from Babson College. He passed Level I of the CFA exam in June 2017. Mr. Howard also has experience managing funds for Babson College's endowment and conducting investment research at an investment advisory during a summer internship.

Areas of Specialization

- Return on Equity
- Valuation
- Capital structure
- Rates and regulation
- Business risk assessment
- Capital market assessment
- Financial modeling

Recent Assignments

- Maintains the benchmark index against which the Hennessy Gas Utility Mutual Fund performance is measured.
- Co-authored and provided primary support for the following valuation engagements:

| Sponsor | Date | Assets Valued | Description |
|---|---------|--|---|
| City of York, PA | 06/2021 | Wastewater Operations | Authored Valuation Report, which will be a part of an Act 12 Filing |
| Aqua New Jersey, Inc. | 05/2021 | Confidential Wastewater Operations in NJ | Authored Valuation Report for internal purposes |
| Aqua New Jersey, Inc. | 05/2021 | Confidential Water and Wastewater Operations in NJ | Authored Valuation Report for internal purposes |
| Aqua Ohio, Inc. | 05/2021 | Confidential Water Operations in OH | Authored Valuation Report for internal purposes |
| Aqua Pennsylvania, Inc. | 04/2021 | Confidential Wastewater Operations in PA | Authored Valuation Report for internal purposes |
| Aqua New Jersey, Inc. | 04/2021 | Confidential Wastewater Operations in NJ | Authored Valuation Report for internal purposes |
| Aqua Pennsylvania, Inc. | 02/2021 | Confidential Wastewater Operations in PA | Authored Valuation Report for internal purposes |
| Artesian Water Company, Inc. | 01/2021 | Wastewater Operations for Delaware City, DE | Authored valuation report for internal purposes |
| EPCOR Distribution and Transmission, Inc., Alberta Canada | 12/2020 | Fiber Optic Cable Assets | Fiber optic cable available for lease for Internal purposes |
| EPCOR Distribution and Transmission, Inc., Alberta Canada | 12/2020 | Duct Bank Assets | Duct banks available for lease for Internal purposes |
| Borough of Lewistown, PA | 08/2020 | Water Operations | Authored valuation report for internal purposes |
| Artesian Water Company, Inc. | 06/2020 | Wastewater Operations for Town of Frankford, DE | Authored valuation report for internal purposes |
| Foster Township, PA | 04/2020 | Water Operations | Authored valuation report for internal purposes |

Appendix A-5.2 (ScottMadden)

| Sponsor | Date | Assets Valued | Description |
|--|-------------|-------------------------------------|---|
| Delaware County Regional Water Quality Control Authority | 02/2020 | Wastewater Operations | Authored Valuation Report, which will be a part of an Act 12 Filing |
| Aqua North Carolina, Inc. | 02/2020 | Confidential Water Operations in NC | Authored Valuation Report for internal purposes |
| Aqua New Jersey, Inc. | 02/2020 | Confidential Water Operations in NJ | Authored Valuation Report for internal purposes |
| Steelton Water Authority | 06/2018 | Water Operations | Authored Valuation Report, which will be a part of an Act 12 Filing |



Engineering Assessment of the City of York Wastewater System Assets

May 2021

SECTION 1: INTRODUCTION

EXECUTIVE SUMMARY

Buchart Horn was contracted by Pennsylvania American Water Company (PAWC) and the City of York, Pennsylvania to prepare engineers assessment of tangible assets for the purchase of the City of York’s wastewater treatment plant (WWTP), collection and conveyance systems by PAWC.

The assessment is of tangible assets including facilities, equipment, infrastructure and real estate to be purchased includes a complete listing of assets and the original costs associated with design and construction of the assets. The original costs include purchase of real estate, rights of ways and the costs for engineering, legal and construction of the assets.

Table 1

| York City Sewer Authority | | |
|---|--|-------------------------|
| <i>Acquisition of the Assets of the York City Sewer Authority</i> | | |
| Sanitary Sewer Facilities Summary Inventory and Original Costs | | |
| Account Number | Facility Description | Actual Cost |
| 363 | Sewer House Connections | \$2,039,891.97 |
| 361 | Manholes | \$5,351,533.57 |
| 361 | Pipes | \$26,712,768.02 |
| Various Accounts | Pumping | \$199,379.54 |
| 354.4 | WWTP Inventory Structures & Improvements | \$121,437,327.40 |
| Various Accounts | YCSA Real Property & Easements | \$134,874.54 |
| Totals | | \$155,875,775.04 |

METHODOLOGY

In order to update a complete inventory of sanitary sewer system facilities existing inventories were updated, financial records from City of York WWTP, York City Sewer Authority and Buchart Horn files were researched and used to update original facilities costs. The facilities costs included construction costs, engineering, permitting and legal costs.

It should be noted that available information from York City WWTP, York City Sewer Authority and Buchart Horn project files was limited due to record retention policies. Project information prior to 2008 was not available.

Appendix A-5.2 (ScottMadden)

Fortunately, The City of York, York City Sewer Authority and Bucharth Horn have regularly updated the WWTP facilities inventory and maintained a listing of original costs for use in establishing current values and replacement costs for financial and insurance requirements.

The WWTP inventory in Section 2 is based on the existing facilities inventory. BH and City York WWTP Staff reviewed and updated the inventory for this facilitates assessment. Inventory items were updated to include 2020 capital projects for improvements the primary clarifiers, and replacement of the effluent filters.

The collection and conveyance system inventory in Section 2 is based on collection facilities geographic information system (GIS) which was converted from the paper mapping in 1998. There have been several York City Sewer Authority and City of York sewer replacement projects since 2008. The original costs for these projects have been added to the facilities listed in section 3.

The remaining facilities constructed prior to 2008 required our team to estimate current replacement costs and converted these costs to construction costs for the time period in which the facilities were originally constructed. Engineering News Record's (ENR) National Construction Cost Index was used to convert the replacement construction costs to original construction costs. Soft costs including engineering, legal and permitting costs for the assets installed prior to 2008, were estimated to be 20% of the construction costs. This was consistent with engineering and legal fees for projects after 2008.

The City of York legal staff researched the sanitary sewer system real property and easement deeds to develop an inventory and original costs for real estate at the WWTP and the York Industrial Park Pump Station, and collection and conveyance system rights-of-ways. Section 4 contains the complete summary of real property and easements.

Appendix A-5.2 (ScottMadden)

Section 2: WWTP Inventory

The City of York WWTP facilities were first constructed in 1937. The current WWTP with Biological Nutrient Removal (BNR) upgrades is designed to treat an average daily flow of 18 mgd, consists of a headwork facilities for trash and grit removal, primary clarification, two treatment trains, final clarification, solids digestion, filtration and UV disinfections. A third unused A/O treatment train is also a part of the WWTP's facilities. Please refer to Section 2 for a detailed listing of the WWTP assets. The listing in Section contains both assets that are part of the current WWTP's treatment process and existing assets that are not currently being used.

The following are the summarized inventory and original costs for the WWTP facilities. The detailed breakdowns for each of the WWTP facilities are included in Appendix A. The structure numbers in Table 2 correspond to Exhibit 1 at the end of this section.

Table 2

York City Sewer Authority
Acquisition of the Assets of the York City Sewer Authority
 WWTP Inventory and Original Costs

| York No. | Structure No. | Process/Structure | Original Cost |
|----------|---------------|--------------------------------------|----------------|
| 1 | 1 & 2 | Headworks | \$3,548,210.96 |
| 2 | 3 | T3 Raw Sewage Wet Wall | \$389,119.20 |
| 3 | 4-11 | Primary Clarifiers, Channels, Tunnel | \$4,639,887.60 |
| 4 | 12 | Primary Sludge Pump Station | \$3,504,742.62 |
| 5 | 13 | Train 1 & 2 FeSO4 Tank | \$247,412.40 |
| 6 | 14 | Stormwater Pumping Station | \$454,411.20 |
| 7 | 15 | Primary Effluent Pump Station | \$468,217.20 |
| 8 | 16 | Old PS-1; New T-1 Feed Pump Station | \$475,890.85 |
| 9 | 17 | Train 1 Final Clarifier | \$1,658,564.40 |
| 10 | 18 | Oxygen Generation Building | \$482,311.47 |
| 11 | 19 & 20 | Train 1 Final Clarifier | \$1,071,915.60 |
| 12 | 21 | Train 1 RSPS (Primary Switch Gear) | \$1,279,945.25 |
| 13 | 22 | Chief Operator Mini-Lab | \$140,043.60 |
| 14 | 23 | Train 2 A2O Tank | \$5,936,152.80 |
| 15 | 24, 25, 26 | T2 Final Clarifiers #1, 2 & 3 | \$1,925,789.06 |
| 16 | 27 | Train 2 RSPS | \$1,521,405.36 |
| 17 | 28 | Train 3 Parshall Flume | \$269,378.40 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority
Acquisition of the Assets of the York City Sewer Authority
 WWTP Inventory and Original Costs

| York No. | Structure No. | Process/Structure | Original Cost |
|----------|----------------|---|-----------------|
| 18 | 29 | Train 3 A2O Splitter Box | \$60,072.00 |
| 19 | 30 | Train 3 A2O Tank | \$10,481,580.00 |
| 20 | 31 | Train 3 Final Clarifier Flow Splitter Box | \$246,306.00 |
| 21 | 32, 33, 34 | Train 3 Final Clarifier #1, 2 & 3 | \$2,672,708.40 |
| 22 | 35 | Train 3 RSPS | \$2,888,972.14 |
| 23 | 36 | Train 3 FeSO4 | \$195,300.00 |
| 24 | 37 | Filter Building | \$9,734,333.86 |
| 25 | 38 | Ultraviolet Light Contact Tank | \$2,334,435.60 |
| 26 | 39 | Maintenance Building | \$1,664,244.34 |
| 27 | 40 | Solids Handling Building | \$16,200,003.80 |
| 28 | 42 | Control Building | \$8,289,706.22 |
| 29 | 43 & 44 | Gravity Thickeners | \$960,797.19 |
| 30 | 45 & 46 | Microturbine Building | \$6,155,228.64 |
| 31 | 47 | Pressure Water Pumping Station | \$56,112.00 |
| 32 | 48 | Chlorine Building (Blower Building) | \$838,825.81 |
| 33 | 49, 50, 51, 52 | Digester Bldg. Dig #1, Dig #2 & Dig #3 | \$5,617,336.57 |
| 34 | 54 & 55 | Ash Lagoons | \$195,552.00 |
| 35 | 56 | Filtrate Pump Station | \$133,729.20 |
| 36 | 57 & 58 | Filtrate Holding Tanks | \$445,503.60 |
| 37 | 59 | Substation #1 | \$114,615.14 |
| 40 | 62 | Substation #3 | \$1,476,406.80 |
| 41 | 63 | Substation #4 | \$297,901.20 |
| 42 | 64, 65, 66, 67 | Primary Clarifier & Train 2 Scum Boxes | \$220,219.69 |
| 43 | 68, 69, 70 | T3 Remote Scum Box #1, #2 & #3 | \$140,763.60 |
| 44 | 71 | Train 3 Control Scum Box | \$46,282.80 |
| 45 | 72 | Train 3 Decant Grinder Pump Station | \$24,877.20 |
| 46 | 74 | Cascade | \$125,409.60 |
| 47 | 75 | Train 2 Effluent Pumping Station | \$1,139,920.80 |
| 48 | 76, 77 | Train 2 Effluent Bypass Chambers | \$87,258.00 |
| 49 | 79 | Ground Water Well #2 | \$15,045.60 |
| 50 | 80 | Flotation Thickener Bypass Chamber | \$14,041.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority
Acquisition of the Assets of the York City Sewer Authority
WWTP Inventory and Original Costs

| York No. | Structure No. | Process/Structure | Original Cost |
|---------------|---------------|------------------------------------|-------------------------|
| 51 | 81 | T-2 CLF Effluent Diversion Chamber | \$14,041.20 |
| 52 | 82 | T-1 FCLF Splitter Box (Old Tank 9) | \$65,199.60 |
| 53 | 83 | Train 3 Raw Sewage Flow Meter | \$6,895.20 |
| 54 | 84 | Waste Gas Burner Building | \$98,061.60 |
| 55 | 86 | Administration Building | \$2,151,024.86 |
| 56 | 87 | Effluent Flow Meter Vault | \$24,939.60 |
| 58 | --- | Site | \$17,189,628.40 |
| 59 | --- | Vehicle Storage Building | \$515,563.08 |
| 60 | --- | Valve Chamber T-16 | \$49,026.00 |
| 61 | --- | On-Site Vehicles | \$436,060.94 |
| Totals | | | \$121,437,327.47 |

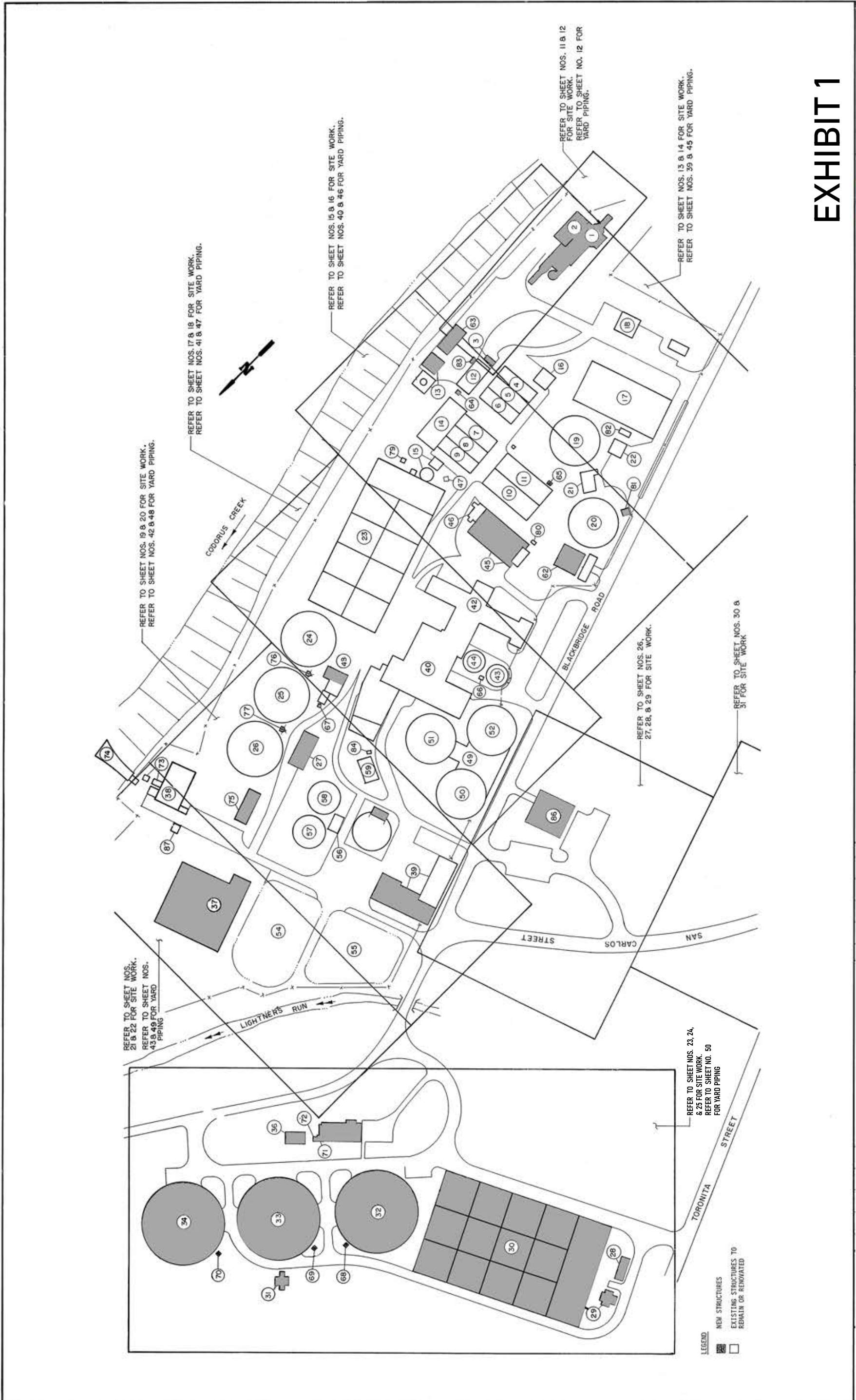


EXHIBIT 1

Appendix A-5.2 (ScottMadden)

Section 3: Collection System Inventory

Collection and Conveyance facilities are comprised of 92 miles of collection sewers and 12 miles of conveyance sewer ranging in size from 18 inches to 72 inches in diameter. The collection system also includes 15,650 service connections and the York Industrial Park pump station. Flows from the northern portion of York Industrial Park are conveyed to the gravity system through a 7.5 HP package pump station and 1700 LF forcemain. Please refer to Section 3 for a detailed listing of Collection and Conveyance System assets.

The following is a summarized inventory and original costs for the collection and conveyance facilities. The detailed breakdowns for each of the collection and conveyance system components is in Appendix B. Exhibit 2 at the end of Section 3 shows the extents of the City of York Sanitary Sewer Collection and Conveyance System.

Table 3

York City Sewer Authority
Acquisition of the Assets of the York City Sewer Authority
Collection and Conveyance System Inventory and Original Costs

| Account Number | Facility Description | Count (ea or ft) | Actual Cost |
|-----------------------|-----------------------------|----------------------------|------------------------|
| 363 | Sewer House Connections | 15,649 | \$2,039,891.97 |
| 361 | Manholes | 2,618 | \$5,351,533.57 |
| 361 | Pipes | 546,518 | \$26,712,768.02 |
| Various Accounts | Pumping | 1,709 | \$199,379.54 |
| | Totals | | \$34,303,573.09 |

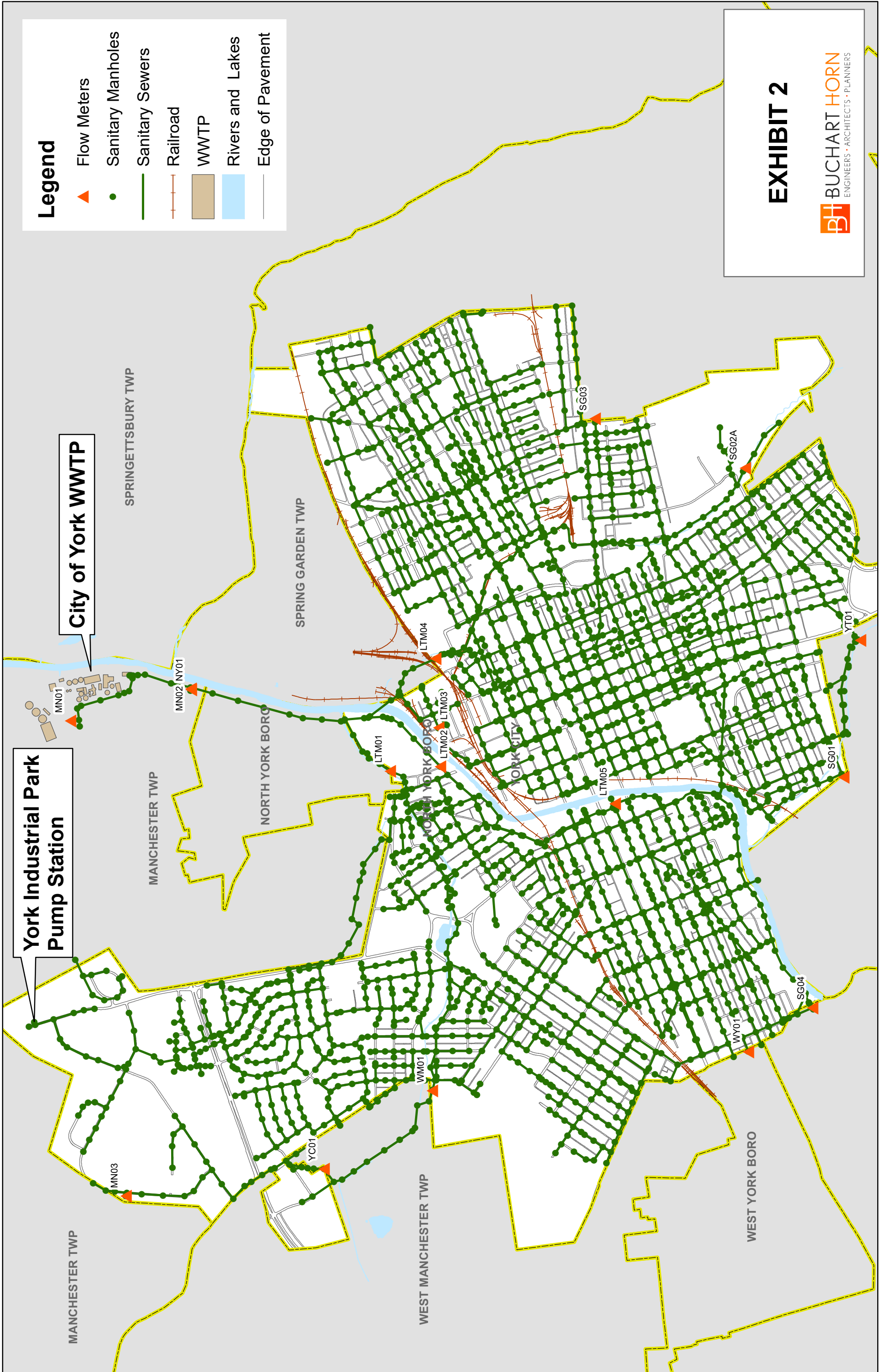


EXHIBIT 2

Appendix A-5.2 (ScottMadden)

Section 4: Property Inventory

Property and Rights of Way assets were compiled by the City of York staff. These assets include ___ acres of property at the WWTP, 0.09 acres of property at the York Industrial Park pump station.

The following is a summarized inventory and original costs for the City of York real property and easements related to the WWTP and the collection and conveyance system. The total original value of the real property and easements is \$134,874.54

The detailed listing of easements and real estate deeds for all wastewater related facilities was provided by the City of York and can be found in Appendix C.

Table 4

TABLE 4
York City Sewer Authority
Acquisition of the Assets of the York City Sewer Authority
 Real Property and Easements Inventory and Original Costs

| GRANTEE | GRANTOR | REC. DATE | BOOK / PAGE | DESCRIPTION | ORIGINAL PRICE |
|----------------------|--------------------------|-----------|------------------------------|--|------------------------------|
| City of York | York Water Co | 6/30/1939 | 27-U / 566 | Deed | \$2,500.00 |
| York City Sewer Auth | Merchants Terminal Corp. | 10/9/1984 | 88-F / 1002 | Condemnation – Manch Twp | See Deed at 90-E / 489 below |
| York City Sewer Auth | Merchants Terminal Corp. | 8/23/1985 | 90-E / 489 | Deed – Manch Twp | \$1.00* |
| York City Sewer Auth | Theodore R. Jones | 4/3/1986 | 91-V / 414 | Deed – Manch Twp | \$38,000 |
| York City Sewer Auth | Theodore R. Jones | 8/2/1994 | 948 / 608 Ref. 91-V / 414 | Termination of Life Estate – Manch Twp | \$0.00 |
| TOTAL: | | | | | \$40,501.00 |

* No record of just compensation paid for condemnation.

Acquisitions of Sewer Easements:

| GRANTEE | GRANTOR | REC. DATE | BOOK / PAGE | DESCRIPTION | ORIGINAL PRICE |
|--------------|------------------------|------------|-------------|-------------|----------------|
| City of York | Guardian Trust Co. | 12/28/1911 | 18-A / 357 | York | \$27,000.00 |
| City of York | P A & S Small Land Co. | 11/5/1914 | 19-G / 642 | ROW | \$1.00 |
| City of York | Jane Gresly | 6/28/1915 | 19-U / 368 | ROW | \$1,000.00 |

Appendix A-5.2 (ScottMadden)

| GRANTEE | GRANTOR | REC. DATE | BOOK / PAGE | DESCRIPTION | ORIGINAL PRICE |
|--------------|---------------------------------|------------|-------------|-------------------------------|----------------|
| City of York | Joseph R. Jones | 5/22/1917 | 20-L / 263 | ROW | \$1.00 |
| City of York | Bilmeyer & Small Co. | 8/8/1918 | 20-S / 377 | ROW | \$1.00 |
| City of York | West End Sewer Co. | 10/21/1919 | 21-E / 35 | Purchase Private Sewer System | \$6,000.00 |
| City of York | Jacob Bare Est. | 7/23/1926 | 23-N / 558 | ROW | \$1,000.00 |
| City of York | William M. Boger | 9/23/1926 | 23-Q / 236 | ROW | \$1.00 |
| City of York | Ralph K. Trimmer | 9/29/1926 | 23-O / 650 | ROW | \$1.00 |
| City of York | Grier Hersh | 7/10/1931 | 24-Z / 628 | ROW | \$1.00 |
| City of York | York County Poor District | 1/27/1932 | 25-F / 36 | ROW | \$1.00 |
| City of York | Annie M. Menough | 5/6/1932 | 25-E / 665 | ROW | \$1.00 |
| City of York | Frederick C. Boesch Exr | 5/6/1932 | 25-E / 666 | ROW | \$100.00 |
| City of York | Community Swimming Assn Inc | 5/10/1932 | 25-E / 667 | ROW | \$1.00 |
| City of York | Norard Hosierey Mills Inc. | 8/9/1933 | 25-R / 4 | ROW | \$1.00 |
| City of York | Agnes Kehm | 12/21/1933 | 25-R / 279 | ROW | \$1.00 |
| City of York | Sallie S. Bond | 12/21/1993 | 25-4 / 280 | ROW | \$1.00 |
| City of York | York Hospital | 5/11/1936 | 26-K / 238 | ROW | \$22,261.54 |
| City of York | David M. Myers Exr | 8/30/1937 | 26-Z / 267 | ROW | \$1.00 |
| City of York | York County Institution Dist | 6/10/1938 | 27-I / 515 | ROW | \$1.00 |
| City of York | J. Victor Jones | 6/10/1938 | 27-I / 516 | ROW | \$1.00 |
| City of York | York Tack & Nail Works | 6/10/1938 | 27-I / 518 | ROW | \$1.00 |
| City of York | New York Wire Cloth Co | 6/10/1938 | 27-I / 520 | ROW | \$1.00 |
| City of York | Home Furniture Co | 6/10/1938 | 27-I / 522 | ROW | \$1.00 |
| City of York | David P. Klinedinst Trust | 6/10/1938 | 27-I / 524 | ROW | \$1.00 |
| City of York | American Chain & Cable Co. Inc. | 6/10/1938 | 27-I / 525 | ROW | \$1.00 |
| City of York | George H. Wolf | 6/10/1938 | 27-I / 527 | ROW | \$1.00 |
| City of York | Maryland & Penna. Railroad Co. | 6/10/1938 | 27-I / 529 | ROW | \$1.00 |
| City of York | York County Institution Dist | 6/24/1938 | 27-I / 636 | ROW | \$1.00 |
| City of York | Ella L. Kleffman | 7/21/1938 | 27-K / 209 | ROW | \$1.00 |
| City of York | George D. Deardorff | 7/21/1938 | 27-K / 210 | ROW | \$1.00 |
| City of York | Sarah E. Miller | 7/21/1938 | 27-K / 211 | ROW | \$1.00 |
| City of York | Howard E. Holland | 3/31/1939 | 27-R / 352 | ROW | \$1.00 |
| City of York | Ray S. Noonan | 9/12/1941 | 28-W / 267 | ROW | \$1.00 |
| City of York | Fannie M. Free | 7/7/1945 | 31-I / 182 | ROW | \$1.00 |
| City of York | C. Kauffman Miller | 4/22/1947 | 33-B / 14 | ROW | \$1.00 |
| City of York | David Y. Herbst | 11/4/1950 | 35-T / 632 | ROW | \$1.00 |
| City of York | Penn Dairies Inc. | 12/11/1950 | 35-Y / 108 | ROW | \$1.00 |

Appendix A-5.2 (ScottMadden)

| GRANTEE | GRANTOR | REC. DATE | BOOK / PAGE | DESCRIPTION | ORIGINAL PRICE |
|----------------------|---------------------------|-----------|-------------|---------------------------------|----------------|
| York City Sewer Auth | City of York | 4/15/1952 | 36-U / 546 | Deed – Transfer of Sewer System | \$1.00 |
| York City Sewer Auth | Commonwealth of PA | 2/6/1969 | 61-X / 562 | ROW – Manch Twp | \$1.00 |
| York City Sewer Auth | GTE Sylvania Inc. | 7/9/1971 | 64-I / 237 | ROW – W Manch Twp | \$1.00 |
| York City Sewer Auth | Robert Eichelberger | 7/9/1971 | 64-I / 240 | ROW – W Manch Twp | \$1.00 |
| York City Sewer Auth | York Stone and Supply Co. | 7/9/1971 | 64-I / 243 | ROW – W Manch Twp | \$1.00 |
| York City Sewer Auth | York Drilling Co. Inc. | 7/9/1971 | 64-I / 246 | ROW – W Manch Twp | \$1.00 |
| York City Sewer Auth | Williams Tool & Machine | 7/9/1971 | 64-I / 249 | ROW – W Manch Twp | \$1.00 |
| York City Sewer Auth | Luther D. March | 7/9/1971 | 64-I / 252 | ROW – W Manch Twp | \$1.00 |
| York City Sewer Auth | Sun Oil Company | 1/5/1972 | 64-W / 1194 | ROW – York | \$1.00 |
| York City Sewer Auth | City of York | 4/30/1987 | 95-L / 665 | ROW – York | \$1.00 |
| York City Sewer Auth | York City Redev. Auth. | 4/30/1987 | 95-L / 672 | ROW – York | \$1,700.00 |
| York City Sewer Auth | Champion Intl. Corp. | 4/30/1987 | 95-L / 679 | ROW – York | \$2,300.00 |
| York City Sewer Auth | Larry Liebgott | 4/30/1987 | 95-L / 687 | ROW – York | \$2,000.00 |
| York City Sewer Auth | York City School District | 4/30/1987 | 95-L / 694 | ROW – York | \$5,100.00 |
| York City Sewer Auth | York College of PA | 4/30/1987 | 95-L / 702 | ROW – Spring Garden Twp | \$5,670.00 |
| York City Sewer Auth | York City Redev. Auth. | 4/30/1987 | 95-L / 707 | ROW – York | \$500.00 |
| York City Sewer Auth | Robert D. Hechinger | 4/30/1987 | 95-L / 715 | ROW – York | \$3,000.00 |
| York City Sewer Auth | City of York | 4/30/1987 | 95-L / 723 | ROW – York | \$1.00 |
| York City Sewer Auth | City of York | 4/30/1987 | 95-L / 731 | ROW – York | \$1.00 |
| York City Sewer Auth | City of York | 4/30/1987 | 95-L / 739 | ROW – York | \$1.00 |
| York City Sewer Auth | L. Levetan & Sons | 4/30/1987 | 95-L / 747 | ROW – York | \$1,600.00 |
| York City Sewer Auth | City of York | 4/30/1987 | 95-L / 756 | ROW – York | \$1.00 |
| York City Sewer Auth | York City Redev. Auth. | 4/30/1987 | 95-L / 765 | ROW – York | \$1,200.00 |
| York City Sewer Auth | City of York | 4/30/1987 | 95-L / 773 | ROW – York | \$1.00 |

Appendix A-5.2 (ScottMadden)

| GRANTEE | GRANTOR | REC. DATE | BOOK / PAGE | DESCRIPTION | ORIGINAL PRICE |
|----------------------|-----------------------------|------------|------------------------------|--------------------------------------|------------------------------|
| York City Sewer Auth | City of York | 4/30/1987 | 95-L / 782 | ROW – York | \$1.00 |
| York City Sewer Auth | Maryland and PA Railroad | 5/8/1987 | 95-N / 1010 | ROW – York | \$750.00 |
| York City Sewer Auth | Dennis L. Edleblute | 7/6/1988 | 99-R / 979 | ROW – York | \$730.00 |
| York City Sewer Auth | York City Redev. Auth. | 7/27/1988 | 99-Z / 257 | ROW – York | \$1.00 |
| York City Sewer Auth | Evelyn Jane Silberman | 11/21/1988 | 101-F / 376 | ROW – York | \$1.00 |
| York City Sewer Auth | Maryland and PA Railroad | 12/19/1988 | 101-L / 868 | Addendum to ROW – York | \$0.00 |
| York City Sewer Auth | Columbia Gas of PA Inc. | 1/25/1989 | 101-T / 1085 | ROW – York | \$1.00 |
| York City Sewer Auth | City of York | 9/8/1993 | 714 / 354 | ROW – York | \$1.00 |
| York City Sewer Auth | Dentsply Intl. Inc. | 11/30/1993 | 776 / 482 | ROW – York | \$1.00 |
| York City Sewer Auth | York Building Prod. Co. | 8/17/2000 | 1407 / 8871 | ROW – W Manch Twp | \$1.00 |
| York City Sewer Auth | Maryland and PA Railroad | 2/7/2001 | 1424 / 4281 | ROW – York | \$900.00 |
| York City Sewer Auth | Maryland and PA Railroad | 2/7/2001 | 1424 / 4286 | Addendum to ROW – York | \$0.00 |
| York City Sewer Auth | York City School Dist. | 3/12/2001 | 1427 / 6924 | ROW – W Manch Twp | \$1.00 |
| York City Sewer Auth | John E. Gearhart | 3/12/2001 | 1427 / 6935 | ROW – York | \$1.00 |
| York City Sewer Auth | B.B., Jr., Inc. | 12/11/2002 | 1533 / 7073 | ROW – Manch Twp | \$1.00 |
| York City Sewer Auth | Creekside Investors, LP | 1/10/2003 | 1539 / 7893 | ROW – York | \$1.00 |
| York City Sewer Auth | John E. Gearhart | 1/18/2008 | 1943 / 7314 | Condemnation – York | See ROW at 2102 / 2115 below |
| York City Sewer Auth | Cresticon Inc. | 1/18/2008 | 1943 / 7327 | Condemnation – York | \$1.00* |
| York City Sewer Auth | Svedala Industries Inc. | 3/20/2008 | 1954 / 5867 | ROW – Spring Garden Twp | \$1.00 |
| York City Sewer Auth | York College of PA | 6/16/2008 | 1970 / 5362 | ROW – Spring Garden Twp | \$1.00 |
| York City Sewer Auth | Metso Minerals Indust. Inc. | 12/17/2009 | 2056 / 3789 Ref. 1954 / 5867 | Amendment to ROW – Spring Garden Twp | \$0.00 |
| York City Sewer Auth | Metso Minerals Indust. Inc. | 1/17/2010 | 2079 / 7388 Ref. 1954 / 5867 | Amendment to ROW – Spring Garden Twp | \$0.00 |

Appendix A-5.2 (ScottMadden)

| GRANTEE | GRANTOR | REC. DATE | BOOK / PAGE | DESCRIPTION | ORIGINAL PRICE |
|----------------------|------------------|------------|---------------------------------|-----------------|--------------------|
| York City Sewer Auth | John E. Gearhart | 11/18/2010 | 2102 / 2115 Ref. 1943 / 7314 | ROW – York | \$11,500.00 |
| York City Sewer Auth | Molt LLC | 7/23/2018 | 2479 / 7170 | ROW – Manch Twp | \$1.00 |
| TOTAL: | | | | | \$94,373.54 |

* No record of just compensation paid for condemnation and no record of an accompanying deed.

Appendix A-5.2 (ScottMadden)

APPENDIX A: WWTP INVENTORY SHEETS

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York01 - WWTP Headworks

| Acct No. | Item | Year Installed | Quantity | Unit No. | Original Cost |
|-----------------------|--------------------------------|----------------|----------|----------|-----------------------|
| 354.40 | Structure | 1988 | Lot | | \$1,674,850.47 |
| 354.40 | Piping | 1988 | Lot | | \$57,710.40 |
| 354.40 | Electrical Wiring | 1988 | Lot | | \$70,772.89 |
| 380.11 | Electrical Equipment | 1988 | Lot | | \$30,662.80 |
| 354.40 | Summitt | 2016 | Ea. | 2 | \$10,200.00 |
| 354.40 | EIM Gate Operators | 1999 | Ea. | 1 | \$9,600.00 |
| 380.11 | Pista-grit No. 1 | 2002 | Ea. | 1 | \$6,733.20 |
| 380.11 | Grit Dump Facility | 2001 | Lot | | \$64,200.00 |
| 380.11 | Equipment | 2004 | Lot | | \$84,000.00 |
| 354.40 | Piping | 2004 | Lot | | \$5,100.00 |
| 354.40 | Electrical Wiring | 2004 | Lot | | \$12,406.80 |
| 354.40 | Structure | 2008 | Lot | | \$103,866.00 |
| 354.40 | Structure (HVAC, Odor Control) | 2009 | Lot | | \$58,212.00 |
| 354.40 | Piping | 2009 | Lot | | \$46,044.00 |
| 380.11 | Process Equipment | 2009 | Lot | | \$200,066.40 |
| 380.11 | Process Equipment | 2011 | Lot | | \$787,560.00 |
| 354.40 | Piping | 2011 | Lot | | \$20,400.00 |
| 354.40 | Structure | 2011 | Lot | | \$70,944.00 |
| 354.40 | Electrical Wiring | 2011 | Lot | | \$175,719.60 |
| 354.40 | Electrical Equipment | 2011 | Lot | | \$17,865.60 |
| 354.40 | Structure | 2012 | Lot | | \$4,800.00 |
| 380.11 | Process Equipment | 2012 | Lot | | \$5,610.00 |
| 354.40 | Structure (Overhead Doors) | 2014 | Ea. | 6 | \$12,183.60 |
| 354.40 | Overhead Door | 2017 | Lot | | \$18,703.20 |
| Total items 24 | | | | | \$3,548,210.96 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York02 - WWTP T3 Raw Sewage Wet Well

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1990 | Lot | \$118,964.40 |
| 380.00 | Process Equipment | 1990 | Lot | \$209,080.80 |
| 354.40 | Electrical Equipment | 1990 | Lot | \$49,800.00 |
| 354.40 | Channel Improvement | 1995 | Lot | \$11,274.00 |
| | Total items | 4 | | \$389,119.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York03 - WWTP Primary Clarifiers, Channels, Tunnel

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1954 | Lot | \$95,716.80 |
| 354.40 | Structure | 1963 | Lot | \$237,682.80 |
| 354.40 | Structure | 1981 | Lot | \$4,800.00 |
| 354.40 | Structure | 1991 | Lot | \$2,949,234.00 |
| 354.40 | Piping | 2020 | Lot | \$104,400.00 |
| 354.40 | Electrical Wiring | 2020 | Lot | \$51,600.00 |
| 354.40 | Electrical Equipment | 2020 | Lot | \$80,749.20 |
| 380.90 | Process Equipment | 2020 | Lot | \$809,932.80 |
| 364.00 | Flow Meters | 2020 | Ea. | \$30,000.00 |
| 380.90 | Hand-wheel Gate | 2020 | Ea. | \$78,000.00 |
| 380.90 | Stub Shafts & Chain | 2020 | Lot | \$132,000.00 |
| 354.40 | Wireway | 2020 | Lot | \$36,000.00 |
| 380.90 | Whipps Sluice Gate | 2016 | Lot | \$14,250.00 |
| 380.90 | Whipps Sluice Gate | 2016 | Lot | \$7,710.00 |
| 354.40 | Vertical Pump | 2016 | Lot | \$7,812.00 |
| Total items 15 | | | | \$4,639,887.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York04 - WWTP Primary Sludge Pump Station

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------------|----------------------|----------------|----------------------|-----------------------|
| 354.40 | Structure | 1916 | Lot | \$14,713.20 |
| 354.40 | Structure | 1990 | Lot | \$388,834.80 |
| 380.00 | Process Equipment | 1990 | Lot | \$111,243.63 |
| 354.40 | Piping | 1990 | Lot | \$31,296.60 |
| 354.40 | Electrical Wiring | 1990 | Lot | \$100,611.63 |
| 354.40 | Electrical Equipment | 1990 | Lot | \$124,117.56 |
| 354.40 | UPS-PSPS | 2002 | Lot | \$7,140.00 |
| 354.40 | Wall Closure | 1995 | Lot | \$6,195.60 |
| 354.40 | Structure | 1996 | Lot | \$12,548.40 |
| 380.00 | Process Equipment | 1996 | Lot | \$39,392.40 |
| 354.40 | Piping | 1996 | Lot | \$8,280.00 |
| 354.40 | Electrical Wiring | 1996 | Lot | \$8,340.00 |
| 354.40 | Ind. Hot Water Sys. | 1997 | Lot | \$8,400.00 |
| 354.40 | AC System | 1997 | Lot | \$117,600.00 |
| 354.40 | Vaughin | 2020 | Ea. | \$144,000.00 |
| 354.40 | Structure | 2009 | Lot | \$18,000.00 |
| 380.00 | Process Equipment | 2001 | Lot | \$208,843.20 |
| 354.40 | Electrical Wiring | 2001 | Lot | \$49,496.40 |
| 354.40 | Electrical Equipment | 2001 | Lot | \$323,253.60 |
| 354.40 | Structure | 2008 | Lot | \$3,000.00 |
| 380.00 | Process Equipment | 2008 | Lot | \$66,600.00 |
| 354.40 | Piping | 2008 | Lot | \$18,000.00 |
| 354.40 | Electrical Wiring | 2008 | Lot | \$4,500.00 |
| 354.40 | Electrical Equipment | 2008 | Lot | \$1,200.00 |
| 380.00 | Process Equipment | 2010 | Lot | \$104,610.00 |
| 354.40 | Piping | 2010 | Lot | \$31,800.00 |
| 354.40 | Structure | 2010 | Lot | \$7,200.00 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$83,139.60 |
| 354.40 | Electrical Equipment | 2010 | Lot | \$115,658.40 |
| 380.00 | Process Equipment | 2012 | Lot | \$16,800.00 |
| 354.40 | Electrical Wiring | 2012 | Lot | \$507,852.00 |
| 354.40 | Electrical Equipment | 2012 | Lot | \$822,075.60 |
| Total items 32 | | | | \$3,504,742.62 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York05 - WWTP Train 1 & 2 FeSO4 Tank

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1990 | Lot | \$20,492.40 |
| 354.40 | Structure | 1981 | Lot | \$58,620.00 |
| 380.20 | Process Equipment | 1990 | Lot | \$114,600.00 |
| 354.40 | Structure | 2008 | Lot | \$18,000.00 |
| 380.20 | Process Equipment | 2008 | Lot | \$6,000.00 |
| 354.40 | Piping | 2008 | Lot | \$24,000.00 |
| 354.40 | Electrical Wiring | 2008 | Lot | \$4,500.00 |
| 354.40 | Electrical Equipment | 2008 | Lot | \$1,200.00 |
| | Total items | 8 | | \$247,412.40 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York06 - WWTP Stormwater Pumping Station

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1954 | Lot | \$32,904.00 |
| 354.40 | Structure | 1963 | Lot | \$62,179.20 |
| 354.40 | Structure | 1981 | Lot | \$1,599.60 |
| 354.40 | Structure | 1990 | Lot | \$37,969.20 |
| 380.00 | Process Equipment | 1990 | Lot | \$198,052.80 |
| 354.40 | Piping | 1990 | Lot | \$91,844.40 |
| 354.40 | Piping | 1963 | Lot | \$1,330.80 |
| 354.40 | Electrical Wiring | 1990 | Lot | \$10,065.60 |
| 354.40 | Electrical Equipment | 1990 | Lot | \$1,033.20 |
| 354.40 | Baffles | 2014 | Lot | \$17,432.40 |
| | Total items | 10 | | \$454,411.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York07 - WWTP Primary Effluent Pump Station

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1954 | Lot | \$9,715.20 |
| 354.40 | Structure | 1991 | Lot | \$71,173.20 |
| 380.00 | Process Equipment | 1991 | Lot | \$43,519.20 |
| 354.40 | Piping | 1991 | Lot | \$49,873.20 |
| 354.40 | Electrical Equipment | 1991 | Lot | \$1,080.00 |
| 380.00 | Drainage Pump | 1998 | Ea. | \$4,200.00 |
| 354.40 | Structure | 2001 | Lot | \$5,032.80 |
| 380.00 | Process Equipment | 2001 | Lot | \$82,792.80 |
| 380.00 | Process Equipment | 2010 | Lot | \$79,304.40 |
| 354.40 | Piping | 2010 | Lot | \$16,590.00 |
| 354.40 | Structure | 2010 | Lot | \$12,384.00 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$6,502.80 |
| 354.40 | Electrical Wiring | 2012 | Lot | \$47,908.80 |
| 354.40 | Roof Replacement | 2013 | Ea. | \$9,856.80 |
| 380.00 | Prim. Effl. Pump #2 Rehab. | 2013 | Ea. | \$28,284.00 |
| | Total items | 15 | | \$468,217.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York08 - WWTP Old PS-1; New T-1 Feed Pump Station

| Acct No. | Item | Year Installed | Quantity | Original Cost |
|-----------------|----------------------|-----------------------|-----------------|----------------------|
| | | | Unit No. | |
| 354.40 | Structure | 1981 | Lot | \$218,202.85 |
| 380.00 | Process Equipment | 1981 | Lot | \$74,400.00 |
| 354.40 | Piping | 1981 | Lot | \$107,023.20 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$3,874.80 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$2,426.40 |
| 354.40 | Structure | 2008 | Lot | \$69,963.60 |
| | Total items | 6 | | \$475,890.85 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York09 - WWTP Train 1 Oxygen Reactor

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1991 | Lot | \$8,152.80 |
| 354.40 | Structure | 1981 | Lot | \$1,308,141.60 |
| 380.14 | Process Equipment | 1991 | Lot | \$173,827.20 |
| 354.40 | Piping | 1991 | Lot | \$75,758.40 |
| 354.40 | Electrical Wiring | 1991 | Lot | \$1,922.40 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$12,000.00 |
| 354.40 | Electrical Equipment | 1991 | Lot | \$71,562.00 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$7,200.00 |
| Total items 8 | | | | \$1,658,564.40 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York10 - WWTP Oxygen Generation Building

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1981 | Lot | \$311,951.07 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$38,610.00 |
| 354.40 | Electrical Equipment | 1991 | Lot | \$2,336.40 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$42,428.40 |
| 354.40 | Structure | 2011 | Lot | \$71,991.60 |
| 354.40 | Electrical Wiring | 2011 | Lot | \$14,994.00 |
| | Total items | 6 | | \$482,311.47 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York11 - Train 1 Final Clarifier

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1991 | Lot | \$138,060.00 |
| 354.40 | Structure | 1981 | Lot | \$722,886.00 |
| 380.15 | Process Equipment | 1991 | Lot | \$27,408.00 |
| 380.15 | Process Equipment | 1981 | Lot | \$129,600.00 |
| 354.40 | Piping | 1981 | Lot | \$26,706.00 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$20,533.20 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$6,722.40 |
| Total items 7 | | | | \$1,071,915.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York12 - Train 1 RSPS (Primary Switch Gear)

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1991 | Lot | \$1,200.00 |
| 354.40 | Structure | 1981 | Lot | \$148,840.25 |
| 380.00 | Process Equipment | 1991 | Lot | \$4,800.00 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$22,489.20 |
| 354.40 | Electrical Equipment | 1991 | Lot | \$3,872.40 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$9,817.80 |
| 354.40 | Structure | 2008 | Lot | \$76,946.40 |
| 380.00 | Process Equipment | 2011 | Lot | \$24,360.00 |
| 354.40 | Structure | 2011 | Lot | \$88,314.00 |
| 354.40 | Electrical Wiring | 2011 | Lot | \$204,806.40 |
| 354.40 | Electrical Equipment | 2011 | Lot | \$694,498.80 |
| | Total items | 11 | | \$1,279,945.25 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York13 - Chief Operator Mini-Lab

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1981 | Lot | \$82,801.20 |
| 380.00 | Process Equipment | 1981 | Lot | \$33,170.40 |
| 354.40 | Piping | 1981 | Lot | \$14,482.80 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$9,589.20 |
| | Total items | 4 | | \$140,043.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York15 - T2 Final Clarifiers 1, 2 & 3

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1954 | Lot | \$160,860.26 |
| 354.40 | Structure | 1963 | Lot | \$187,863.60 |
| 354.40 | Structure | 1990 | Lot | \$93,054.00 |
| 380.15 | Process Equipment | 1963 | Lot | \$30,060.00 |
| 380.15 | Process Equipment | 1990 | Lot | \$323,696.40 |
| 354.40 | Piping | 1963 | Lot | \$40,144.80 |
| 354.40 | Piping | 1990 | Lot | \$100,624.80 |
| 354.40 | Electrical Wiring | 1990 | Lot | \$18,267.60 |
| 354.40 | Electrical Equipment | 1990 | Lot | \$864.00 |
| 380.15 | Process Equipment | 2010 | Lot | \$213,600.00 |
| 380.15 | Process Equipment | 2011 | Lot | \$227,782.80 |
| 354.40 | Structure | 2011 | Lot | \$144,800.40 |
| 354.40 | Electrical Wiring | 2011 | Lot | \$15,252.00 |
| 380.15 | Process Piping | 2012 | Lot | \$222,000.00 |
| 380.15 | Process Equipment | 2012 | Lot | \$72,000.00 |
| 354.40 | Structure | 2012 | Lot | \$72,399.60 |
| 354.40 | Electrical Wiring | 2012 | Lot | \$2,518.80 |
| Total items 17 | | | | \$1,925,789.06 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York16 - Train 2 RSPS

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------------|----------------------|----------------|----------------------|-----------------------|
| 354.40 | Structure | 1990 | Lot | \$664,536.00 |
| 380.00 | Process Equipment | 1990 | Lot | \$166,743.43 |
| 354.40 | Piping | 1990 | Lot | \$188,961.24 |
| 354.40 | Electrical Wiring | 1990 | Lot | \$41,761.50 |
| 354.40 | Structure | 2003 | Lot | \$17,215.20 |
| 380.00 | Process Equipment | 2003 | Lot | \$42,092.40 |
| 354.40 | Piping | 2003 | Lot | \$11,521.20 |
| 354.40 | Electrical Wiring | 2003 | Lot | \$5,977.20 |
| 380.00 | Process Equipment | 2010 | Lot | \$39,000.00 |
| 354.40 | Piping | 2010 | Lot | \$5,750.40 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$5,067.60 |
| 354.40 | Electrical Equipment | 2010 | Lot | \$3,184.80 |
| 354.40 | Electrical Equipment | 2011 | Lot | \$35,146.80 |
| 354.40 | Electrical Wiring | 2011 | Lot | \$5,216.40 |
| 380.00 | Process Equipment | 2011 | Lot | \$230,702.40 |
| 380.00 | Process Equipment | 2012 | Lot | \$20,440.80 |
| 354.40 | Roof Replacement | 2013 | Ea. | \$32,019.60 |
| 380.00 | Pump Replacement | 2013 | Ea. | \$6,068.40 |
| Total items 18 | | | | \$1,521,405.36 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York17 - Train 3 Parshall Flume

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1988 | Lot | \$45,000.00 |
| 354.40 | Piping | 1988 | Lot | \$3,000.00 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$3,052.80 |
| 354.40 | Electrical Equipment | 1988 | Lot | \$1,200.00 |
| 354.40 | Structure | 2001 | Lot | \$91,320.00 |
| 354.40 | Piping | 2001 | Lot | \$125,805.60 |
| | Total items | 6 | | \$269,378.40 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York18 - Train 3 A2O Splitter Box

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|-------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1988 | Lot | \$45,600.00 |
| 380.20 | Process Equipment | 1988 | Lot | \$12,000.00 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$2,472.00 |
| Total items 3 | | | | \$60,072.00 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York19 - Train 3 A2O Tank

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|------------------------|-----------------------|------------------------------|------------------------|
| 354.40 | Structure | 1988 | Lot | \$4,573,944.00 |
| 380.20 | ATI self-cleaning unit | 2003 | Lot | \$3,438.00 |
| 354.40 | Piping | 1988 | Lot | \$24,000.00 |
| 354.40 | Electrical Equipment | 1988 | Lot | \$8,400.00 |
| 380.20 | Process Equipment | 2011 | Lot | \$4,281,618.00 |
| 354.40 | Piping | 2011 | Lot | \$658,800.00 |
| 354.40 | Structure | 2011 | Lot | \$354,000.00 |
| 354.40 | Electrical Wiring | 2011 | Lot | \$574,174.80 |
| 354.40 | Structure | 2012 | Lot | \$3,205.20 |
| | Total items | 9 | | \$10,481,580.00 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York21 - Train 3 Final Clarifier # 1, 2, 3

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1988 | Lot | \$1,758,902.40 |
| 380.15 | Process Equipment | 1988 | Lot | \$441,600.00 |
| 354.40 | Piping | 1988 | Lot | \$9,600.00 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$65,433.60 |
| 354.40 | Electrical Equipment | 1988 | Lot | \$3,600.00 |
| 380.15 | Process Equipment | 2010 | Lot | \$393,572.40 |
| Total items 6 | | | | \$2,672,708.40 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York22 - Train 3 RSPS

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1988 | Lot | \$626,465.88 |
| 380.00 | Process Equipment | 1988 | Lot | \$60,021.96 |
| 354.40 | Piping | 1988 | Lot | \$220,800.00 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$46,589.50 |
| 354.40 | Structure | 2008 | Lot | \$120,794.40 |
| 380.00 | Process Equipment | 2008 | Lot | \$66,600.00 |
| 354.40 | Piping | 2008 | Lot | \$12,000.00 |
| 354.40 | Electrical Wiring | 2008 | Lot | \$4,500.00 |
| 354.40 | Electrical Equipment | 2008 | Lot | \$1,200.00 |
| 380.00 | Process Equipment | 2011 | Lot | \$223,502.40 |
| 354.40 | Piping | 2011 | Lot | \$209,583.60 |
| 354.40 | Electrical Wiring | 2011 | Lot | \$73,311.60 |
| 354.40 | Electrical Equipment | 2011 | Lot | \$1,223,602.80 |
| | Total items | 13 | | \$2,888,972.14 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York23 - Train 3 FeSO4

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1988 | Lot | \$75,600.00 |
| 380.20 | Process Equipment | 1988 | Lot | \$66,000.00 |
| 354.40 | Structure | 2008 | Lot | \$18,000.00 |
| 380.20 | Process Equipment | 2008 | Lot | \$6,000.00 |
| 354.40 | Piping | 2008 | Lot | \$24,000.00 |
| 354.40 | Electrical Wiring | 2008 | Lot | \$4,500.00 |
| 354.40 | Electrical Equipment | 2008 | Lot | \$1,200.00 |
| | Total items | 7 | | \$195,300.00 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York24 - Filter Building

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|--------------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1989 | Lot | \$1,917,082.66 |
| 354.40 | Piping | 2021 | Lot | \$66,078.00 |
| 354.40 | Electrical Wiring | 2021 | Lot | \$88,800.00 |
| 354.40 | Electrical Equipment | 2021 | Lot | \$240,000.00 |
| 380.40 | 1-EIM Gate Operator | 2021 | Lot | \$3,360.00 |
| 380.40 | Filter Equip. Replace. | 2021 | Lot | \$6,515,594.40 |
| 354.40 | Structure | 2021 | Lot | \$51,580.80 |
| 380.40 | Mechanical Equipment | 2021 | Lot | \$192,000.00 |
| 354.40 | Structure | 2021 | Lot | \$500,912.40 |
| 380.40 | Weir Gates and Operators | 2015 | Lot | \$124,794.00 |
| 380.40 | Mud Valves | 2014 | Lot | \$23,976.00 |
| 380.40 | Stop Log | 2015 | Lot | \$10,155.60 |
| | Total items | 12 | | \$9,734,333.86 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York25 - Ultraviolet Light Contact Tank

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1989 | Lot | \$533,930.40 |
| 354.40 | Structure | 1981 | Lot | \$373,072.80 |
| 380.30 | Process Equipment | 1989 | Lot | \$110,868.00 |
| 380.30 | Process Equipment | 1981 | Lot | \$38,046.00 |
| 354.40 | Piping | 1981 | Lot | \$16,006.80 |
| 354.40 | 3-EIM Gate Operators | 1999 | Lot | \$10,080.00 |
| 354.40 | Structure | 2001 | Lot | \$208,362.00 |
| 380.30 | Process Equipment | 2001 | Lot | \$874,582.80 |
| 354.40 | Electrical Wiring | 2001 | Lot | \$39,627.60 |
| 354.40 | Electrical Equipment | 2001 | Lot | \$23,265.60 |
| 380.30 | Process Equipment | 2013 | Lot | \$106,593.60 |
| | Total items | 11 | | \$2,334,435.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York26 - Maintenance Building

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1989 | Lot | \$1,259,844.34 |
| 354.40 | Structure | 1969 | Lot | \$107,553.60 |
| 380.00 | Process Equipment | 1969 | Lot | \$952.80 |
| 354.40 | Piping | 1969 | Lot | \$468.00 |
| 354.40 | Electrical Wiring | 1989 | Lot | \$29,599.20 |
| 354.40 | Electrical Equipment | 1989 | Lot | \$4,110.00 |
| 354.40 | Electrical Equipment | 1969 | Lot | \$1,812.00 |
| 380.00 | Process Equipment | 1998 | Lot | \$10,980.00 |
| 354.40 | Structure | 2008 | Lot | \$248,924.40 |
| Total items 9 | | | | \$1,664,244.34 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York27 - Solids Handling Building

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------|----------------------|----------------|----------------------|----------------|
| 354.40 | Structure | 1991 | Lot | \$582,976.80 |
| 354.40 | Structure | 1981 | Lot | \$3,059,013.90 |
| 380.00 | Process Equipment | 1991 | Lot | \$945,770.40 |
| 380.00 | Process Equipment | 1981 | Lot | \$59,999.76 |
| 354.40 | Piping | 1991 | Lot | \$228,930.00 |
| 354.40 | Piping | 1981 | Lot | \$119,999.88 |
| 354.40 | Electrical Wiring | 1991 | Lot | \$107,947.20 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$45,093.60 |
| 354.40 | Electrical Equipment | 1991 | Lot | \$28,610.40 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$38,447.40 |
| 354.40 | Structure | 1989 | Lot | \$109,694.40 |
| 354.40 | Piping | 1989 | Lot | \$32,056.80 |
| 354.40 | Electrical Equipment | 1989 | Lot | \$3,740.40 |
| 380.00 | Polymer Mixers | 1998 | Ea. | \$33,120.00 |
| 380.00 | Sludge Feed Pumps | 2016 | Ea. | \$54,000.00 |
| 380.00 | P-23 Utility Pump | 1999 | Ea. | \$6,786.00 |
| 380.00 | P-24 Utility Pump | 2000 | Ea. | \$6,786.00 |
| 354.40 | Structure | 2003 | Lot | \$120,525.60 |
| 380.00 | Process Equipment | 2003 | Lot | \$1,151,328.00 |
| 354.40 | Piping | 2003 | Lot | \$255,372.00 |
| 354.40 | Electrical Wiring | 2003 | Lot | \$239,085.60 |
| 354.40 | Electrical Equipment | 2003 | Lot | \$10,843.20 |
| 380.00 | Sludge Sampler | 2004 | Ea. | \$10,920.00 |
| 364.00 | N. Gas Flowmeter | 2004 | Ea. | \$2,419.20 |
| 380.00 | Process Equip | 2004 | Lot | \$122,790.00 |
| 354.40 | Electric Equip | 2004 | Lot | \$33,517.20 |
| 354.40 | Electric Wiring | 2004 | Lot | \$27,142.80 |
| 354.40 | Piping | 2004 | Lot | \$36,442.80 |
| 354.40 | Structure | 2004 | Lot | \$14,160.00 |
| 380.00 | Process Equip | 2005 | Lot | \$473,166.24 |
| 354.40 | Piping | 2005 | Lot | \$5,369.40 |
| 354.40 | Electric Equip | 2005 | Lot | \$14,894.40 |
| 354.40 | Electric Wiring | 2005 | Lot | \$20,376.24 |
| 354.40 | Structure | 2005 | Lot | \$77,197.63 |
| 380.00 | Process Equip | 2005 | Lot | \$82,173.20 |
| 354.40 | Electric Wiring | 2005 | Lot | \$68,565.32 |
| 380.00 | Process Equip | 2006 | Lot | \$295,019.56 |
| 354.40 | Structure | 2006 | Lot | \$229,083.76 |
| 354.40 | Piping | 2006 | Lot | \$109,969.56 |
| 354.40 | Electrical Equip | 2006 | Lot | \$14,426.70 |

Appendix A-5.2 (ScottMadden)

| | | | | |
|--------|---|------|-----|----------------|
| 354.40 | Electrical Wiring | 2006 | Lot | \$13,701.30 |
| 354.40 | Structure | 2008 | Lot | \$121,892.40 |
| 380.00 | Process Equipment | 2010 | Lot | \$109,081.76 |
| 380.00 | Process Equipment | 2010 | Lot | \$1,963,851.60 |
| 354.40 | Piping | 2010 | Lot | \$832,029.60 |
| 354.40 | Structure | 2010 | Lot | \$1,178,020.80 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$556,951.20 |
| 354.40 | Electrical Equipment | 2010 | Lot | \$1,321,269.60 |
| 354.40 | HVAC Equipment | 2010 | Lot | \$195,130.80 |
| 354.40 | HVAC Piping/Duct | 2010 | Lot | \$208,891.20 |
| 354.40 | Electrical Equipment | 2011 | Lot | \$27,224.40 |
| 354.40 | Piping | 2012 | Lot | \$205,107.60 |
| 354.40 | Structure | 2012 | Lot | \$13,200.00 |
| 354.40 | Electrical Wiring | 2012 | Lot | \$2,239.20 |
| 380.00 | Process Equipment | 2012 | Lot | \$16,275.60 |
| 380.00 | (2) Blending units & (3) Centrifuge Pumps | 2018 | Lot | \$22,200.00 |
| 380.00 | Centrifuge Rehabilitation | 2014 | Lot | \$56,482.80 |
| 354.40 | Heat Trace Installation | 2014 | Lot | \$15,355.20 |
| 380.00 | Sensidyne Gas Detection System | 2014 | Lot | \$15,337.20 |
| 354.40 | Gas Detection/Alarm | 2014 | Lot | \$9,330.00 |
| 380.00 | Capacitor | 2014 | Lot | \$7,112.40 |
| 354.40 | Glass Lined Valves | 2014 | Lot | \$44,608.80 |
| 380.00 | Vanton Pump | 2015 | Lot | \$15,985.20 |
| 380.00 | Vaughn Pump HE | 2015 | Lot | \$17,157.60 |
| 380.00 | Vaughn Vertical WW Pump | 2015 | Lot | \$13,650.00 |
| 380.00 | VFD's | 2015 | Lot | \$11,929.20 |
| 380.00 | Backwash Strainer | 2015 | Lot | \$20,400.00 |
| 380.00 | Sulfuric Acid Tank | 2015 | Lot | \$31,993.20 |
| 380.00 | Fairbanks Morse Pumps | 2015 | Lot | \$36,795.60 |
| 354.40 | Gear Unit Repair | 2016 | Lot | \$70,043.28 |
| 354.40 | Heat Trace Panel | 2016 | Lot | \$23,802.73 |
| 394.00 | Wilo Sub Pump | 2016 | Lot | \$6,912.73 |
| 394.00 | (3) Wilo Pumps | 2016 | Lot | \$23,166.22 |
| 394.00 | (2) Wilo Pumps | 2016 | Lot | \$23,968.43 |
| 354.40 | GBT Sample Pump | 2016 | Lot | \$12,120.00 |
| 354.40 | Strainer | 2016 | Lot | \$12,960.00 |
| 354.40 | Sump Pump | 2016 | Lot | \$29,460.00 |
| 354.40 | Dodge Reducer | 2016 | Lot | \$21,834.00 |
| 354.40 | Polymer Feed Pump | 2016 | Lot | \$14,770.80 |

Total items 79

\$16,200,003.80

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York28 - Control Building

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------------|--------------------------------|----------------|----------------------|-----------------------|
| 354.40 | Structure | 1954 | Lot | \$250,700.40 |
| 354.40 | Structure | 1963 | Lot | \$135,139.20 |
| 354.40 | Structure | 1981 | Lot | \$39,098.40 |
| 354.40 | Structure | 1991 | Lot | \$834,875.09 |
| 380.00 | Process Equipment | 1991 | Lot | \$445,834.80 |
| 380.00 | Process Equipment | 1981 | Lot | \$20,810.40 |
| 354.40 | Piping | 1991 | Lot | \$44,227.20 |
| 354.40 | Electrical Wiring | 1991 | Lot | \$428,067.60 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$540.00 |
| 354.40 | Structure | 1989 | Lot | \$78,289.20 |
| 380.00 | Process Equipment | 1989 | Lot | \$270,398.40 |
| 354.40 | Piping | 1989 | Lot | \$91,464.00 |
| 354.40 | Electrical Equipment | 1989 | Ea. | \$37,417.20 |
| 354.40 | Electrical Equipment | 1991 | Ea. | \$3,290,661.94 |
| 354.40 | UPS-Cogeneration | 2002 | Ea. | \$11,850.00 |
| 354.40 | Electrical Equipment | 1981 | Ea. | \$338.40 |
| 354.40 | VAX Upgrade | 1995 | Lot | \$29,180.40 |
| 354.40 | Electrical Equipment | 1997 | Lot | \$10,500.00 |
| 380.00 | Computer System | 1999 | Lot | \$738,488.40 |
| 354.40 | HVAC Upgrade | 1999 | Ea. | \$131,070.00 |
| 354.40 | SCADAAlarm System | 2002 | Ea. | \$49,371.60 |
| 354.40 | Electrical Wiring | 2003 | Lot | \$20,292.00 |
| 354.40 | Electrical Equipment | 2003 | Lot | \$124,696.80 |
| 354.40 | Electrical Equipment | 2007 | Lot | \$22,206.00 |
| 354.40 | Structure | 2008 | Lot | \$201,196.80 |
| 354.40 | Structure | 2010 | Lot | \$344,836.80 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$160,629.60 |
| 354.40 | Electrical Equipment | 2010 | Lot | \$106,533.60 |
| 380.00 | Process Equipment | 2010 | Lot | \$27,240.00 |
| 380.00 | Process Piping | 2010 | Lot | \$38,160.00 |
| 354.40 | Piping | 2011 | Lot | \$37,447.20 |
| 354.40 | Electrical Wiring | 2011 | Lot | \$180,765.60 |
| 354.40 | Electrical Equipment | 2011 | Lot | \$20,721.60 |
| 354.40 | Struct. (Breakroom Renovation) | 2014 | Lot | \$49,522.80 |
| 354.40 | Struct. (Bathroom Renovation) | 2014 | Lot | \$17,134.80 |
| Total items 35 | | | | \$8,289,706.22 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York29 - Gravity Thickeners

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------------|--------------------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1990 | Lot | \$120,858.00 |
| 354.40 | Structure | 1981 | Lot | \$408,910.80 |
| 380.00 | Process Equipment | 1990 | Lot | \$59,880.00 |
| 380.00 | Process Equipment | 1981 | Lot | \$131,573.19 |
| 354.40 | Piping | 1990 | Lot | \$7,315.20 |
| 354.40 | Piping | 1981 | Lot | \$22,345.20 |
| 354.40 | Electrical Wiring | 1990 | Lot | \$9,727.20 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$14,294.40 |
| 354.40 | Electrical Equipment | 1990 | Lot | \$1,641.60 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$5,942.40 |
| 380.00 | Process Equipment | 2010 | Lot | \$149,509.20 |
| 380.00 | Grav. Belt Thick. Sludge Pumps | 2019 | Ea. | \$28,800.00 |
| Total items 12 | | | | \$960,797.19 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York30 - Microturbine Building

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|---------------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1991 | Lot | \$362,285.04 |
| 354.40 | Structure | 1981 | Lot | \$93,705.60 |
| 354.40 | Structure | 1968 | Lot | \$153,921.60 |
| 354.40 | Structure | 2008 | Lot | \$246,264.00 |
| 380.00 | Process Equipment | 2011 | Ea. | \$183,180.00 |
| 354.40 | Piping | 2011 | Ea. | \$274,323.60 |
| 354.40 | Structure | 2011 | Ea. | \$466,532.40 |
| 354.40 | Electrical Wiring | 2011 | Ea. | \$346,213.20 |
| 354.40 | Electrical Equipment | 2011 | Lot | \$3,893,083.20 |
| 354.40 | Biogas Piping Improvement | 2017 | Lot | \$135,720.00 |
| | Total items | 10 | | \$6,155,228.64 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York31 - Pressure Water Pumping Station

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|---------------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1968 | Lot | \$16,020.00 |
| 371.20 | Process Equipment | 1968 | Lot | \$17,340.00 |
| 371.20 | Pressurization water pump | 2002 | Lot | \$9,456.00 |
| 371.20 | Pressurization water pump | 2003 | Lot | \$9,456.00 |
| 354.40 | Piping | 1968 | Lot | \$3,840.00 |
| | Total items | 5 | | \$56,112.00 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York32 - Chlorine Building (Blower Building)

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1954 | Lot | \$18,019.20 |
| 354.40 | Structure | 1981 | Lot | \$5,689.20 |
| 354.40 | Structure | 1991 | Lot | \$372,635.41 |
| 354.40 | Electrical Wiring | 1991 | Lot | \$28,287.60 |
| 354.40 | Electrical Equipment | 1991 | Lot | \$20,553.60 |
| 354.40 | Structure | 2011 | Lot | \$77,805.60 |
| 380.20 | Process Equipment | 2012 | Lot | \$185,431.20 |
| 354.40 | Piping | 2012 | Lot | \$15,600.00 |
| 354.40 | Structure | 2012 | Lot | \$78,600.00 |
| 354.40 | Electrical Wiring | 2012 | Lot | \$36,204.00 |
| Total items 10 | | | | \$838,825.81 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York33 - Digester Bldg.Dig #1, Dig #2 & Dig #3

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------------|----------------------------------|----------------|----------------------|-----------------------|
| 354.40 | Structure | 1954 | Lot | \$350,980.80 |
| 354.40 | Structure | 1990 | Lot | \$281,179.51 |
| 354.40 | Structure | 1981 | Lot | \$11,935.20 |
| 380.16 | Process Equipment | 1990 | Lot | \$788,419.22 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$10,846.80 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$23,240.40 |
| 354.40 | Electrical Equipment | 1990 | Lot | \$56,600.24 |
| 354.40 | Piping | 1995 | Lot | \$36,396.00 |
| 364.00 | Sludge Flow Meter | 2001 | Ea. | \$8,496.00 |
| 354.40 | Structure | 2003 | Lot | \$8,005.20 |
| 380.16 | Process Equipment | 2003 | Lot | \$212,199.60 |
| 354.40 | Piping | 2003 | Lot | \$210,556.80 |
| 354.40 | Electrical Wiring | 2003 | Lot | \$58,653.60 |
| 354.40 | Electrical Equipment | 2003 | Lot | \$42,044.40 |
| 354.40 | Structure | 2008 | Lot | \$913,863.60 |
| 380.16 | Sludge Transfer Pump | 2009 | Ea. | \$52,483.20 |
| 380.16 | Digester Recycle pump | 2009 | Ea. | \$52,483.20 |
| 380.16 | Digester 3 Transfer Pump Piping | 2009 | Lot | \$63,000.00 |
| 380.16 | Digester 3 Sludge Recycle Piping | 2009 | Lot | \$34,800.00 |
| 380.16 | Digester 3 Rehab | 2009 | Lot | \$252,000.00 |
| 380.16 | Digester Mixing System | 2009 | Lot | \$96,480.00 |
| 380.16 | Process Equipment | 2010 | Lot | \$210,453.60 |
| 354.40 | Piping | 2010 | Lot | \$724,137.60 |
| 354.40 | Structure | 2010 | Lot | \$621,210.00 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$206,110.80 |
| 354.40 | Electrical Equipment | 2010 | Lot | \$29,388.00 |
| 354.40 | HVAC Piping/ductwork | 2010 | Lot | \$86,912.40 |
| 380.16 | Dig. 2 Vaughan Pump Rehab | 2013 | Lot | \$18,740.40 |
| 354.40 | Valve | 2015 | Ea. | \$28,400.00 |
| 364.00 | Five Digester Biogas Flow Meters | 2015 | Lot | \$34,000.00 |
| 380.00 | Digester and Sludge Valves | 2014 | Lot | \$93,320.00 |
| Total items 31 | | | | \$5,617,336.57 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York34 - Ash Lagoons

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|-------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1981 | Lot | \$113,877.60 |
| 380.80 | Process Equipment | 1981 | Lot | \$78,314.40 |
| 354.40 | Piping | 1981 | Lot | \$3,360.00 |
| Total items 3 | | | | \$195,552.00 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York35 - Filtrate Pump Station

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1981 | Lot | \$84,435.60 |
| 380.00 | Process Equipment | 1981 | Lot | \$12,504.00 |
| 354.40 | Piping | 1981 | Lot | \$23,577.60 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$2,162.40 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$11,049.60 |
| | Total items | 5 | | \$133,729.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York36 - Filtrate Holding Tanks

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|--------------------|-------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1981 | Lot | \$82,527.60 |
| 380.00 | Process Equipment | 1981 | Lot | \$362,016.00 |
| 354.40 | Piping | 1981 | Lot | \$960.00 |
| Total items | | | 3 | \$445,503.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York37 - Substation #1

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|--------------|-----------------------|------------------------------|----------------------|
| 354.40 | 5000 Amp Bus | 2018 | Lot | \$59,325.60 |
| 354.40 | 5000 Amp Bus | 2016 | Lot | \$55,289.54 |
| Total items 2 | | | | \$114,615.14 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York40 - Substation #3

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Electrical Wiring | 2020 | Lot | \$439,802.40 |
| 354.40 | Electrical Equipment | 2020 | Lot | \$1,036,604.40 |
| | Total items | 2 | | \$1,476,406.80 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York41 - Substation #4

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Electrical Wiring | 1989 | Lot | \$19,408.80 |
| 354.40 | Electrical Equipment | 1989 | Lot | \$275,292.00 |
| 354.40 | Electrical Equipment | 1996 | Lot | \$3,200.40 |
| | Total items | 3 | | \$297,901.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York42 - Primary Clarifier & Train 2 Scum Boxes

| Acct No. | Item | Year Installed | Quantity | Original Cost |
|-----------------|----------------------|-----------------------|-----------------|----------------------|
| | | | Unit No. | |
| 354.40 | Structure | 1991 | Lot | \$48,717.38 |
| 354.40 | Structure | 1981 | Lot | \$30,601.20 |
| 380.15 | Process Equipment | 1991 | Lot | \$48,574.44 |
| 380.15 | Process Equipment | 1981 | Lot | \$3,240.00 |
| 354.40 | Piping | 1991 | Lot | \$8,666.64 |
| 354.40 | Piping | 1981 | Lot | \$6,435.60 |
| 354.40 | Electrical Wiring | 1991 | Lot | \$4,030.43 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$536.40 |
| 354.40 | Electrical Equipment | 1991 | Lot | \$2,556.00 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$20,169.60 |
| 380.15 | Process Equipment | 2010 | Lot | \$35,640.00 |
| 354.40 | Piping | 2010 | Lot | \$1,440.00 |
| 354.40 | Structure | 2010 | Lot | \$6,984.00 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$2,628.00 |
| | Total items | 14 | | \$220,219.69 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York43 - T3 Remote Scum Box #1, 2 & 3

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1988 | Lot | \$56,400.00 |
| 380.15 | Process Equipment | 2019 | Lot | \$52,800.00 |
| 354.40 | Piping | 1988 | Lot | \$13,200.00 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$5,348.40 |
| 354.40 | Electrical Equipment | 1988 | Lot | \$1,200.00 |
| 380.15 | Scum Pump | 2014 | Lot | \$11,815.20 |
| | Total items | 6 | | \$140,763.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York44 - Train 3 Control Scum Box

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1988 | Lot | \$15,600.00 |
| 380.15 | Process Equipment | 1988 | Lot | \$18,000.00 |
| 354.40 | Piping | 1988 | Lot | \$8,400.00 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$3,082.80 |
| 354.40 | Electrical Equipment | 1988 | Lot | \$1,200.00 |
| | Total items | 5 | | \$46,282.80 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York45 - Train 3 Decant Grinder Pump Station

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1988 | Lot | \$12,000.00 |
| 380.00 | Process Equipment | 1988 | Lot | \$4,800.00 |
| 380.00 | Gorman Rupp Pump | 2002 | Ea. | \$4,200.00 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$2,677.20 |
| 354.40 | Electrical Equipment | 1988 | Lot | \$1,200.00 |
| Total items 5 | | | | \$24,877.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York46 - Cascade

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1981 | Lot | \$97,988.40 |
| 380.00 | Process Equipment | 1981 | Lot | \$8,932.80 |
| 354.40 | Piping | 1981 | Lot | \$16,326.00 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$2,162.40 |
| | Total items | 4 | | \$125,409.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York47 - Train 2 Effluent Pumping Station

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|-----------------------|
| 354.40 | Structure | 1990 | Lot | \$289,792.80 |
| 380.00 | Process Equipment | 2019 | Lot | \$669,754.80 |
| 354.40 | Electrical Wiring | 1990 | Lot | \$7,491.60 |
| 354.40 | Electrical Equipment | 1990 | Lot | \$2,931.60 |
| 380.00 | Process Equipment | 2010 | Lot | \$168,330.00 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$1,620.00 |
| | Total items | 6 | | \$1,139,920.80 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York48 - Train 2 Effluent Bypass Chambers

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|--------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1990 | Lot | \$5,576.40 |
| 354.40 | Piping | 1990 | Lot | \$232.80 |
| 354.40 | Electrical Wiring | 1990 | Lot | \$2,281.20 |
| 354.40 | Structure | 2003 | Lot | \$79,167.60 |
| | Total items | 4 | | \$87,258.00 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York49 - Ground Water Well #2

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|-------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1954 | Lot | \$939.60 |
| 354.40 | Structure | 1991 | Lot | \$12,000.00 |
| 354.40 | Electrical Wiring | 1991 | Lot | \$2,106.00 |
| Total items 3 | | | | \$15,045.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York50 - Flotation Thickener Bypass Chamber

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|--------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1981 | Lot | \$8,929.20 |
| 354.40 | Piping | 1981 | Lot | \$5,112.00 |
| | Total items | 2 | | \$14,041.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York51 - T-2 CLF Effluent Diversion Chamber

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|--------------------|-----------------------|------------------------------|----------------------|
| 354.4 | Structure | 1981 | Lot | \$8,929.20 |
| 354.4 | Piping | 1981 | Lot | \$5,112.00 |
| | Total items | 2 | | \$14,041.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York52 - T-1 FCLF Splitter Box (Old Tank 9)

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|--------------------|-----------------------|------------------------------|----------------------|
| 354.4 | Structure | 1981 | Lot | \$23,377.20 |
| 380.15 | Process Equipment | 1981 | Lot | \$7,320.00 |
| 354.4 | Piping | 1981 | Lot | \$34,502.40 |
| | Total items | 3 | | \$65,199.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York53 - Train 3 Raw Sewage Flow Meter

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|-------------------|-----------------------|------------------------------|----------------------|
| 354.4 | Structure | 1990 | Lot | \$136.80 |
| 364 | Flow Meter | 1990 | Lot | \$6,000.00 |
| 354.4 | Electrical Wiring | 1990 | Lot | \$758.40 |
| Total items 3 | | | | \$6,895.20 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York54 - Waste Gas Burner Building

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.4 | Structure | 1981 | Lot | \$18,951.60 |
| 354.4 | Piping | 1981 | Lot | \$17,100.00 |
| 354.4 | Electrical Wiring | 1981 | Lot | \$594.00 |
| 354.4 | Electrical Equipment | 1981 | Lot | \$4,197.60 |
| 380 | Process Equipment | 2004 | Lot | \$57,218.40 |
| | Total items | 5 | | \$98,061.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York55 - Administration Building

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------|---------------------------------------|----------------|----------------------|---------------|
| 354.70 | Structure | 1989 | Lot | \$393,145.56 |
| 394.00 | Process Equipment | 1989 | Lot | \$182,487.70 |
| 354.70 | Piping | 1989 | Lot | \$44,862.60 |
| 354.70 | Electrical Wiring | 1989 | Lot | \$22,839.53 |
| 354.70 | Electrical Equipment | 1989 | Lot | \$7,480.92 |
| 394.13 | Lab Dishwasher | 1999 | Ea. | \$7,996.80 |
| 394.18 | Operator's WEstation | 2000 | Ea. | \$35,914.80 |
| 394.18 | Fume Hood | 2004 | Ea. | \$4,518.00 |
| 354.70 | Structure (Flooring) | 2007 | Lot | \$10,368.00 |
| 394.18 | Spectrophoto (AA) | 2007 | Ea. | \$70,920.00 |
| 394.18 | Spectrophoto (PO4) | 2007 | Ea. | \$17,262.00 |
| 394.00 | Process Equipment | 2008 | Lot | \$28,033.20 |
| 394.00 | Laboratory Equipment | 2009 | Lot | \$18,288.00 |
| 394.00 | Process Equipment | 2009 | Lot | \$10,800.00 |
| 354.70 | Piping | 2009 | Lot | \$1,375.20 |
| 354.70 | Structure | 2009 | Lot | \$560,232.00 |
| 354.70 | Electrical Wiring | 2009 | Lot | \$45,952.80 |
| 354.70 | Electrical Equipment | 2009 | Lot | \$15,270.00 |
| 354.70 | HVAC Equipment | 2009 | Lot | \$281,024.40 |
| 354.70 | HVAC Piping/Ductwork | 2009 | Lot | \$131,853.60 |
| 354.70 | UV Communication Boards (3) | 2014 | Lot | \$26,796.00 |
| 390.00 | Servers for GE Plant Operation System | 2014 | Lot | \$19,090.80 |
| 390.00 | PI Server and System Upgrades | 2014 | Lot | \$27,976.80 |
| 390.00 | PI Server and System Upgrades | 2014 | Lot | \$13,236.00 |
| 394.00 | Kjeltec 8200 Distillation Unit | 2014 | Lot | \$13,146.00 |
| 394.00 | Lab Duct Coil | 2014 | Lot | \$20,376.00 |
| 394.00 | Supply and Return Line | 2014 | Lot | \$15,060.00 |
| 394.00 | Wilo pumps (2) | 2014 | Lot | \$12,117.60 |
| 394.00 | Wash Water Pump | 2014 | Lot | \$6,912.00 |
| 394.00 | Wilo Pump (1) | 2014 | Lot | \$15,027.60 |
| 394.18 | EAM Software | 2015 | Lot | \$18,720.00 |
| 394.00 | 6 System Workstation | 2015 | Lot | \$18,092.40 |
| 394.00 | Fume Hood | 2018 | Lot | \$17,420.40 |
| 354.70 | Computer | 2016 | Lot | \$9,707.80 |
| 354.70 | Computer | 2016 | Lot | \$9,599.96 |
| 394.00 | Lab Glassware | 2016 | Lot | \$17,120.40 |

Total items 36

\$2,151,024.86

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York56 - Effluent Flow Meter Vault

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|-------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1989 | Lot | \$15,699.60 |
| 364.00 | Process Equipment | 1989 | Lot | \$4,620.00 |
| 364.00 | Flow meter | 2002 | Ea. | \$4,620.00 |
| Total items 3 | | | | \$24,939.60 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York58 - Site

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------|-------------------------------|----------------|----------------------|----------------|
| 354.40 | Structure | 1981 | Lot | \$388,809.60 |
| 354.40 | Structure | 1991 | Lot | \$3,817,826.40 |
| 380.00 | Process Equipment | 1981 | Lot | \$847,623.60 |
| 380.00 | Process Equipment | 1991 | Lot | \$4,046.08 |
| 354.40 | Piping | 1991 | Lot | \$4,463,065.20 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$359,335.20 |
| 354.40 | Electrical Wiring | 1991 | Lot | \$2,609,763.48 |
| 354.40 | Electrical Wiring | 2002 | Lot | \$36,000.00 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$60,704.40 |
| 354.40 | Piping | 1989 | Lot | \$128,700.00 |
| 354.40 | Paving | 1989 | Lot | \$4,853.64 |
| 354.40 | Electrical Equipment | 1991 | Lot | \$278,308.80 |
| 354.40 | Train 3 Forcemain | 2001 | Ea. | \$363,578.40 |
| 354.40 | Level Sensors | 2001 | Ea. | \$9,570.00 |
| 354.40 | Structure | 2003 | Lot | \$57,366.00 |
| 354.40 | Piping | 2003 | Lot | \$38,514.00 |
| 354.40 | Paving | 2003 | Lot | \$9,360.00 |
| 380.00 | Equipment | 2003 | Lot | \$5,640.00 |
| 354.40 | Paving | 2005 | Lot | \$42,006.00 |
| 354.40 | Structure | 2005 | Lot | \$10,092.00 |
| 354.40 | Electric Equip | 2005 | Lot | \$4,368.00 |
| 354.40 | Hot Water Piping | 2006 | Lot | \$58,800.00 |
| 380.00 | Process Equipment | 2008 | Lot | \$45,423.60 |
| 354.40 | Piping | 2008 | Lot | \$18,000.00 |
| 354.40 | Paving | 2008 | Lot | \$12,000.00 |
| 394.00 | Isco Samplers | 2009 | Ea. | \$11,904.00 |
| 354.40 | Piping | 2010 | Lot | \$150,868.80 |
| 354.40 | Paving | 2010 | Lot | \$123,598.80 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$155,920.80 |
| 354.40 | Electrical Equipment | 2010 | Lot | \$28,720.80 |
| 354.40 | Fencing | 2010 | Lot | \$52,263.60 |
| 354.40 | Structure | 2011 | Lot | \$182,442.00 |
| 354.40 | Piping | 2011 | Lot | \$343,486.80 |
| 354.40 | Paving | 2011 | Lot | \$94,184.40 |
| 354.40 | Electrical Wiring | 2011 | Lot | \$645,932.40 |
| 354.40 | Electrical Equipment | 2011 | Lot | \$1,635,600.00 |
| 380.00 | Process Piping | 2012 | Lot | \$43,633.20 |
| 354.40 | Paving | 2012 | Lot | \$10,860.00 |
| 354.40 | Electrical Wiring | 2012 | Lot | \$1,614.00 |
| 354.40 | HD Network Communication Gate | 2015 | Lot | \$6,892.80 |

Appendix A-5.2 (ScottMadden)

| | | | | |
|--------------------|----------------------|------|-----|-----------------|
| 380.00 | Trash Pump | 2015 | Lot | \$10,665.60 |
| 354.40 | Utility Water Header | 2015 | Lot | \$17,286.00 |
| Total items | | 42 | | \$17,189,628.40 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Vehicle Storage Building - Account 354.4 - Structures & Improvements - York59

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|-----------------|----------------------|-----------------------|------------------------------|----------------------|
| 354.70 | Structure | 1991 | Lot | \$276,395.88 |
| 354.70 | Electrical Wiring | 1991 | Lot | \$25,850.40 |
| 380.00 | Process Equip | 2005 | Lot | \$76,569.60 |
| 354.70 | Electric Equip | 2005 | Lot | \$7,800.00 |
| 354.70 | Electric Wiring | 2005 | Lot | \$5,061.60 |
| 354.70 | Piping | 2005 | Lot | \$1,262.40 |
| 354.70 | Electrical Wiring | 2010 | Lot | \$4,357.20 |
| 354.70 | Electrical Equipment | 2010 | Lot | \$294.00 |
| 354.70 | HVAC Equipment | 2010 | Lot | \$58,924.80 |
| 354.70 | HVAC Piping/Ductwork | 2010 | Lot | \$59,047.20 |
| | Total items | 10 | | \$515,563.08 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York60 - Valve Chamber T-16

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost |
|----------------------|-------------------|-----------------------|------------------------------|----------------------|
| 354.40 | Structure | 1981 | Lot | \$31,045.20 |
| 354.40 | Process Equipment | 1981 | Lot | \$12,210.00 |
| 354.40 | Piping | 1981 | Lot | \$5,770.80 |
| Total items 3 | | | | \$49,026.00 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 354.4 - Structures & Improvements - York61 - On-Site Vehicles

| Acct No. | Item | Model Year | Quantity Unit No. | Original Cost |
|-----------------|--------------------|-------------------|------------------------------|----------------------|
| 391.50 | Pickup | 2005 | 602 | \$18,531.91 |
| 391.50 | Dump Truck | 1986 | 624 | \$31,359.53 |
| 391.50 | Stake Body Truck | 2011 | 639 | \$46,136.65 |
| 391.50 | Vactor Truck | 1990 | 640 | \$155,455.76 |
| 391.50 | Knuckle Boom Truck | 1991 | 645 | \$116,385.29 |
| 391.50 | Ford 3500 | 2000 | 647 | \$34,720.84 |
| 391.80 | Trailer | 1987 | 206 | \$2,273.50 |
| 391.50 | Ford E-350 | 2002 | 212 | \$31,197.46 |
| | Total items | | 8 | \$436,060.94 |

Appendix A-5.2 (ScottMadden)

APPENDIX B: COLLECTION AND CONVENANCE INVENTORY

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 363 - Sanitary Sewer Services Connection

| Facility Description | Year Installed | Count | Actual Cost |
|--|-----------------------|--------------|--------------------|
| Sanitary Sewer Service Connection - Fireside Sewer Replacement | 2019 | 22 | \$81,528.00 |
| Sanitary Sewer Service Connection - 2015 Sewer Improvements | 2015 | 34 | \$123,763.20 |
| Sanitary Sewer Service Connection - Arch Street Interceptor | 2011 | 6 | \$26,100.00 |
| Sanitary Sewer Service Connection - Northwest Triangle | 2009 | 34 | \$62,832.00 |
| Sanitary Sewer Service Connection | 2008 | 7 | \$13,206.88 |
| Sanitary Sewer Service Connection | 2004 | 6 | \$9,692.31 |
| Sanitary Sewer Service Connection | 2003 | 110 | \$167,178.16 |
| Sanitary Sewer Service Connection | 2002 | 19 | \$28,203.28 |
| Sanitary Sewer Service Connection - Willis Run | 2001 | 18 | \$25,921.99 |
| Sanitary Sewer Service Connection | 1999 | 23 | \$31,639.52 |
| Sanitary Sewer Service Connection | 1998 | 15 | \$20,161.09 |
| Sanitary Sewer Service Connection | 1996 | 7 | \$8,931.73 |
| Sanitary Sewer Service Connection | 1993 | 25 | \$29,571.88 |
| Sanitary Sewer Service Connection | 1992 | 36 | \$40,744.48 |
| Sanitary Sewer Service Connection | 1989 | 2 | \$2,095.57 |
| Sanitary Sewer Service Connection | 1988 | 5 | \$5,129.95 |
| Sanitary Sewer Service Connection | 1987 | 4 | \$4,001.34 |
| Sanitary Sewer Service Connection - Tyler Run | 1983 | 14 | \$12,922.80 |
| Sanitary Sewer Service Connection - Codorus Creek | 1983 | 134 | \$123,701.03 |
| Sanitary Sewer Service Connection | 1980 | 236 | \$173,442.63 |
| Sanitary Sewer Service Connection | 1979 | 4 | \$2,727.20 |
| Sanitary Sewer Service Connection | 1971 | 20 | \$7,178.98 |
| Sanitary Sewer Service Connection | 1965 | 12 | \$2,645.46 |
| Sanitary Sewer Service Connection | 1963 | 19 | \$3,886.69 |
| Sanitary Sewer Service Connection | 1962 | 35 | \$6,929.24 |
| Sanitary Sewer Service Connection | 1961 | 27 | \$5,192.16 |
| Sanitary Sewer Service Connection | 1958 | 39 | \$6,720.59 |
| Sanitary Sewer Service Connection | 1957 | 47 | \$7,725.70 |
| Sanitary Sewer Service Connection | 1956 | 53 | \$8,326.90 |
| Sanitary Sewer Service Connection | 1955 | 92 | \$13,785.83 |
| Sanitary Sewer Service Connection | 1954 | 260 | \$37,070.99 |
| Sanitary Sewer Service Connection | 1953 | 1,220 | \$166,192.81 |
| Sanitary Sewer Service Connection | 1952 | 9 | \$1,162.67 |

Appendix A-5.2 (ScottMadden)

| | | | |
|-----------------------------------|------|---------------|-----------------------|
| Sanitary Sewer Service Connection | 1951 | 17 | \$2,095.80 |
| Sanitary Sewer Service Connection | 1950 | 32 | \$3,705.28 |
| Sanitary Sewer Service Connection | 1949 | 9 | \$974.68 |
| Sanitary Sewer Service Connection | 1948 | 8 | \$837.32 |
| Sanitary Sewer Service Connection | 1947 | 93 | \$8,720.35 |
| Sanitary Sewer Service Connection | 1946 | 120 | \$9,426.67 |
| Sanitary Sewer Service Connection | 1945 | 29 | \$2,027.92 |
| Sanitary Sewer Service Connection | 1944 | 37 | \$2,511.74 |
| Sanitary Sewer Service Connection | 1943 | 8,138 | \$535,817.42 |
| Sanitary Sewer Service Connection | 1942 | 117 | \$7,331.55 |
| Sanitary Sewer Service Connection | 1941 | 10 | \$585.76 |
| Sanitary Sewer Service Connection | 1940 | 50 | \$2,747.18 |
| Sanitary Sewer Service Connection | 1939 | 131 | \$7,019.15 |
| Sanitary Sewer Service Connection | 1938 | 190 | \$10,180.44 |
| Sanitary Sewer Service Connection | 1937 | 180 | \$9,603.76 |
| Sanitary Sewer Service Connection | 1936 | 397 | \$18,567.73 |
| Sanitary Sewer Service Connection | 1935 | 131 | \$5,829.46 |
| Sanitary Sewer Service Connection | 1934 | 32 | \$1,438.52 |
| Sanitary Sewer Service Connection | 1933 | 9 | \$347.37 |
| Sanitary Sewer Service Connection | 1932 | 166 | \$5,917.10 |
| Sanitary Sewer Service Connection | 1931 | 348 | \$14,300.75 |
| Sanitary Sewer Service Connection | 1930 | 518 | \$23,874.10 |
| Sanitary Sewer Service Connection | 1928 | 83 | \$3,900.76 |
| Sanitary Sewer Service Connection | 1927 | 218 | \$10,195.88 |
| Sanitary Sewer Service Connection | 1926 | 728 | \$34,379.21 |
| Sanitary Sewer Service Connection | 1925 | 1,078 | \$50,662.92 |
| Sanitary Sewer Service Connection | 1924 | 27 | \$1,317.96 |
| Sanitary Sewer Service Connection | 1922 | 6 | \$237.03 |
| Sanitary Sewer Service Connection | 1921 | 2 | \$91.72 |
| Sanitary Sewer Service Connection | 1919 | 13 | \$584.40 |
| Sanitary Sewer Service Connection | 1917 | 62 | \$2,547.84 |
| Sanitary Sewer Service Connection | 1916 | 17 | \$501.76 |
| Sanitary Sewer Service Connection | 1904 | 59 | \$1,299.35 |
| Totals | | 15,649 | \$2,039,891.97 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Account 361 - Collection Sewers - Manholes

| Facility Description | Year Installed | Count | Actual Cost |
|---------------------------------------|-----------------------|--------------|--------------------|
| Manholes - Manchester Interceptor | 2019 | 9 | \$70,200.00 |
| Manholes - Fireside Sewer Replacement | 2018 | 11 | \$59,820.00 |
| Manholes - 2015 Sewer Improvements | 2015 | 5 | \$28,317.60 |
| Manholes - Poorhouse Run Interceptor | 2011 | 8 | \$484,440.00 |
| Manholes - Arch Street Interceptor | 2011 | 3 | \$37,260.00 |
| Manholes - Willis Run Siphon Chambers | 2011 | 2 | \$635,400.00 |
| Manholes - Northwest Triangle | 2009 | 10 | \$57,300.00 |
| Manholes | 2008 | 4 | \$58,316.09 |
| Manholes | 2004 | 3 | \$37,447.56 |
| Manholes | 2003 | 24 | \$281,854.09 |
| Manholes | 2002 | 14 | \$160,583.28 |
| Manholes - Roosevelt Ave Willis Run | 2001 | 4 | \$44,512.51 |
| Manholes | 1999 | 8 | \$85,039.03 |
| Manholes | 1998 | 13 | \$135,018.24 |
| Manholes | 1996 | 10 | \$98,597.00 |
| Manholes - Upper Codorus | 1993 | 1 | \$9,140.40 |
| Manholes | 1993 | 8 | \$73,123.18 |
| Manholes - Upper Codorus | 1992 | 21 | \$183,658.84 |
| Manholes - Upper Codorus | 1992 | 5 | \$43,728.30 |
| Manholes | 1989 | 2 | \$16,193.07 |
| Manholes | 1988 | 5 | \$39,640.56 |
| Manholes | 1987 | 2 | \$15,459.73 |
| Manholes - Tyler Run | 1983 | 31 | \$221,134.48 |
| Manholes - Codorus Creek | 1983 | 57 | \$406,602.10 |
| Manholes | 1980 | 127 | \$721,230.04 |
| Manholes | 1979 | 4 | \$21,073.79 |
| Manholes | 1971 | 2 | \$5,547.40 |
| Manholes | 1965 | 4 | \$6,814.07 |
| Manholes | 1963 | 10 | \$15,807.10 |
| Manholes | 1962 | 11 | \$16,828.16 |
| Manholes | 1961 | 19 | \$28,233.48 |
| Manholes | 1958 | 15 | \$19,973.79 |
| Manholes | 1957 | 10 | \$12,701.82 |
| Manholes | 1956 | 20 | \$24,280.83 |
| Manholes | 1955 | 34 | \$39,368.62 |
| Manholes | 1954 | 89 | \$98,056.65 |
| Manholes | 1953 | 187 | \$196,843.12 |

Appendix A-5.2 (ScottMadden)

| | | | |
|---------------|------|-------------|-----------------------|
| Manholes | 1952 | 4 | \$3,993.00 |
| Manholes | 1951 | 8 | \$7,621.09 |
| Manholes | 1950 | 16 | \$14,315.86 |
| Manholes | 1949 | 3 | \$2,510.54 |
| Manholes | 1948 | 4 | \$3,235.10 |
| Manholes | 1947 | 21 | \$15,215.87 |
| Manholes | 1946 | 27 | \$16,389.56 |
| Manholes | 1945 | 5 | \$2,701.77 |
| Manholes | 1944 | 6 | \$3,147.38 |
| Manholes | 1943 | 1066 | \$542,353.68 |
| Manholes | 1942 | 33 | \$15,979.03 |
| Manholes | 1941 | 3 | \$1,357.90 |
| Manholes | 1940 | 18 | \$7,642.14 |
| Manholes | 1939 | 33 | \$13,663.23 |
| Manholes | 1938 | 43 | \$17,803.60 |
| Manholes | 1937 | 43 | \$17,728.16 |
| Manholes | 1936 | 67 | \$24,214.16 |
| Manholes | 1935 | 19 | \$6,533.37 |
| Manholes | 1934 | 7 | \$2,431.59 |
| Manholes | 1933 | 3 | \$894.74 |
| Manholes | 1932 | 12 | \$3,305.28 |
| Manholes | 1931 | 58 | \$18,417.64 |
| Manholes | 1930 | 80 | \$28,491.38 |
| Manholes | 1928 | 15 | \$5,447.40 |
| Manholes | 1927 | 22 | \$7,950.92 |
| Manholes | 1926 | 101 | \$36,856.33 |
| Manholes | 1925 | 100 | \$36,315.98 |
| Manholes | 1924 | 2 | \$754.39 |
| Manholes | 1921 | 3 | \$1,063.16 |
| Manholes | 1917 | 9 | \$2,857.91 |
| Manholes | 1916 | 2 | \$456.14 |
| Manholes | 1904 | 2 | \$340.35 |
| Totals | | 2627 | \$5,351,533.57 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021
Account 361 - Collection Sewers - Pipes

| Facility Description | Year Installed | Size of Pipe (in) | Length of Pipe (ft) | Actual Cost |
|--|-----------------------|--------------------------|----------------------------|--------------------|
| Sanitary Sewers - Fireside Sewer Replacement | 2019 | 10 | 1,389.00 | \$336,231.65 |
| Sanitary Sewers - Fireside Sewer Replacement | 2019 | 12 | 545.00 | \$131,926.75 |
| Sanitary Sewers - Manchester Interceptor | 2019 | 36 | 1,675.00 | \$3,005,108.40 |
| Sanitary Sewer - 2015 Sewer Improvements | 2015 | 8 | 540.00 | \$265,807.20 |
| Sanitary Sewers - Poorhouse Run Replacement | 2011 | 27 | 70.00 | \$275,730.10 |
| Sanitary Sewers - Arch Street Interceptor | 2011 | 30 | 862.00 | \$375,426.00 |
| Sanitary Sewers - Poorhouse Run Replacement | 2011 | 36 | 302.00 | \$1,189,578.41 |
| Sanitary Sewers - Poorhouse Run Replacement | 2011 | 48 | 25.00 | \$98,475.03 |
| Sanitary Sewers - Poorhouse Run Replacement | 2011 | 60 | 44.00 | \$173,316.06 |
| Sanitary Sewer - North West Triangle | 2009 | 18 | 801.00 | \$267,441.58 |
| Sanitary Sewer - North West Triangle | 2009 | 24 | 1,290.00 | \$430,711.17 |
| Sanitary Sewer - North West Triangle | 2009 | 27 | 426.00 | \$142,234.85 |
| Sanitary Sewers | 2004 | 8 | 494.77 | \$17,801.50 |
| Sanitary Sewers | 2003 | 8 | 165.66 | \$5,607.58 |
| Sanitary Sewers - Arch Street Interceptor | 2003 | 18 | 563.70 | \$53,350.26 |
| Sanitary Sewers - Arch Street Interceptor | 2003 | 24 | 1,387.78 | \$200,369.44 |
| Sanitary Sewers - Arch Street Interceptor | 2003 | 27 | 1,299.62 | \$285,604.80 |
| Sanitary Sewers - Arch Street Interceptor | 2003 | 30 | 1,376.15 | \$289,954.21 |
| Sanitary Sewers | 2002 | 8 | 527.25 | \$17,431.44 |
| Sanitary Sewers | 2002 | 15 | 767.89 | \$53,365.70 |
| Sanitary Sewers | 2002 | 16 | 1,054.49 | \$97,473.18 |
| Sanitary Sewers - Richland Ave Point Repair | 2002 | 24 | 25.00 | \$20,900.00 |
| Sanitary Sewers - Roosevelt Ave Willis Run | 2001 | 16 | 165.00 | \$88,531.53 |
| Sanitary Sewers - Roosevelt Ave Willis Run | 2001 | 18 | 304.07 | \$163,149.94 |
| Sanitary Sewers - Roosevelt Ave Willis Run | 2001 | 27 | 446.87 | \$239,767.94 |
| Sanitary Sewers | 1999 | 8 | 736.84 | \$22,576.01 |
| Sanitary Sewers | 1999 | 10 | 449.09 | \$18,252.54 |
| Sanitary Sewers | 1998 | 8 | 30.91 | \$925.46 |
| Sanitary Sewers | 1998 | 12 | 30.91 | \$1,529.83 |
| Sanitary Sewers | 1998 | 18 | 1,263.35 | \$105,741.13 |
| Sanitary Sewers | 1996 | 10 | 2,295.55 | \$86,539.42 |
| Sanitary Sewers | 1993 | 8 | 708.18 | \$18,657.50 |
| Sanitary Sewers | 1993 | 16 | 24.76 | \$1,823.66 |
| Sanitary Sewers - Upper Codorus | 1993 | 20 | 280.95 | \$129,480.00 |
| Sanitary Sewers | 1993 | 24 | 368.39 | \$41,397.13 |
| Sanitary Sewers | 1993 | 27 | 248.77 | \$40,796.31 |
| Sanitary Sewers | 1992 | 8 | 8.40 | \$211.71 |

Appendix A-5.2 (ScottMadden)

| | | | | |
|---------------------------------|------|----|-----------|----------------|
| Sanitary Sewers - Upper Codorus | 1992 | 30 | 1,127.40 | \$725,700.00 |
| Sanitary Sewers - Upper Codorus | 1992 | 42 | 4,264.66 | \$1,729,864.80 |
| Sanitary Sewers | 1989 | 48 | 38.50 | \$10,029.94 |
| Sanitary Sewers | 1988 | 12 | 203.91 | \$7,702.54 |
| Sanitary Sewers | 1988 | 14 | 207.00 | \$9,943.07 |
| Sanitary Sewers | 1988 | 16 | 206.85 | \$13,216.03 |
| Sanitary Sewers | 1988 | 48 | 394.33 | \$100,593.41 |
| Sanitary Sewers | 1987 | 8 | 14.00 | \$311.92 |
| Sanitary Sewers | 1983 | 8 | 2,462.71 | \$50,635.49 |
| Sanitary Sewers | 1983 | 8 | 2,823.14 | \$58,046.35 |
| Sanitary Sewers | 1983 | 15 | 148.92 | \$6,436.30 |
| Sanitary Sewers | 1983 | 18 | 17.42 | \$1,001.70 |
| Sanitary Sewers - Tyler Run | 1983 | 21 | 1,557.27 | \$445,659.50 |
| Sanitary Sewers - Tyler Run | 1983 | 24 | 3,828.19 | \$1,095,553.30 |
| Sanitary Sewers | 1983 | 30 | 34.40 | \$4,402.59 |
| Sanitary Sewers - Codorus Creek | 1983 | 48 | 5,686.02 | \$5,131,377.19 |
| Sanitary Sewers - Codorus Creek | 1983 | 54 | 1,877.90 | \$1,694,720.03 |
| Sanitary Sewers - Codorus Creek | 1983 | 72 | 5,174.19 | \$4,669,474.05 |
| Sanitary Sewers | 1980 | 6 | 1,653.87 | \$27,071.85 |
| Sanitary Sewers | 1980 | 8 | 9,150.67 | \$149,785.61 |
| Sanitary Sewers | 1980 | 10 | 662.53 | \$14,386.02 |
| Sanitary Sewers | 1980 | 12 | 5,815.81 | \$157,367.86 |
| Sanitary Sewers | 1980 | 30 | 5,376.05 | \$547,752.60 |
| Sanitary Sewers | 1980 | 36 | 3,136.21 | \$429,546.92 |
| Sanitary Sewers | 1979 | 12 | 478.41 | \$12,009.22 |
| Sanitary Sewers | 1979 | 15 | 122.00 | \$3,894.31 |
| Sanitary Sewers | 1979 | 18 | 223.98 | \$9,509.57 |
| Sanitary Sewers | 1971 | 10 | 218.66 | \$2,319.01 |
| Sanitary Sewers | 1965 | 8 | 725.20 | \$3,560.85 |
| Sanitary Sewers | 1963 | 8 | 380.48 | \$1,733.54 |
| Sanitary Sewers | 1963 | 8 | 572.83 | \$2,609.93 |
| Sanitary Sewers | 1963 | 12 | 646.49 | \$4,869.11 |
| Sanitary Sewers | 1962 | 8 | 2,232.22 | \$9,843.02 |
| Sanitary Sewers | 1961 | 8 | 2,505.56 | \$10,731.56 |
| Sanitary Sewers | 1958 | 8 | 3,290.52 | \$12,629.33 |
| Sanitary Sewers | 1957 | 8 | 2,108.74 | \$7,720.33 |
| Sanitary Sewers | 1956 | 8 | 3,084.68 | \$10,794.22 |
| Sanitary Sewers | 1955 | 8 | 4,968.77 | \$16,583.17 |
| Sanitary Sewers | 1954 | 8 | 15,486.55 | \$49,180.03 |
| Sanitary Sewers | 1954 | 10 | 2,200.32 | \$9,269.08 |
| Sanitary Sewers | 1953 | 8 | 30,360.53 | \$92,116.03 |
| Sanitary Sewers | 1953 | 10 | 3,255.75 | \$13,103.72 |
| Sanitary Sewers | 1953 | 15 | 755.54 | \$4,818.66 |
| Sanitary Sewers | 1953 | 18 | 127.00 | \$1,077.34 |
| Sanitary Sewers | 1953 | 20 | 627.42 | \$6,915.30 |
| Sanitary Sewers | 1952 | 8 | 299.85 | \$862.75 |
| Sanitary Sewers | 1951 | 8 | 943.45 | \$2,590.57 |

Appendix A-5.2 (ScottMadden)

| | | | | |
|-----------------|------|----|------------|--------------|
| Sanitary Sewers | 1950 | 8 | 1,095.33 | \$2,824.80 |
| Sanitary Sewers | 1950 | 21 | 787.11 | \$7,373.97 |
| Sanitary Sewers | 1950 | 24 | 677.64 | \$7,454.09 |
| Sanitary Sewers | 1949 | 8 | 329.25 | \$794.18 |
| Sanitary Sewers | 1948 | 8 | 571.22 | \$1,331.62 |
| Sanitary Sewers | 1947 | 8 | 2,629.06 | \$5,490.67 |
| Sanitary Sewers | 1946 | 8 | 4,020.96 | \$7,035.26 |
| Sanitary Sewers | 1945 | 8 | 723.65 | \$1,127.08 |
| Sanitary Sewers | 1944 | 8 | 506.72 | \$766.15 |
| Sanitary Sewers | 1943 | 6 | 356.59 | \$522.92 |
| Sanitary Sewers | 1943 | 8 | 1,102.75 | \$1,617.15 |
| Sanitary Sewers | 1943 | 8 | 171,457.23 | \$251,436.52 |
| Sanitary Sewers | 1943 | 10 | 16,395.01 | \$31,893.45 |
| Sanitary Sewers | 1943 | 12 | 8,924.70 | \$21,634.91 |
| Sanitary Sewers | 1943 | 15 | 8,221.39 | \$25,343.07 |
| Sanitary Sewers | 1943 | 18 | 6,040.05 | \$24,764.97 |
| Sanitary Sewers | 1943 | 21 | 812.06 | \$4,326.00 |
| Sanitary Sewers | 1943 | 22 | 447.77 | \$2,800.80 |
| Sanitary Sewers | 1943 | 24 | 2,604.23 | \$16,289.26 |
| Sanitary Sewers | 1943 | 27 | 2,461.95 | \$22,472.75 |
| Sanitary Sewers | 1943 | 36 | 2,180.97 | \$26,761.41 |
| Sanitary Sewers | 1942 | 8 | 4,717.79 | \$6,584.49 |
| Sanitary Sewers | 1941 | 8 | 1,213.70 | \$1,583.45 |
| Sanitary Sewers | 1940 | 8 | 2,949.75 | \$3,609.74 |
| Sanitary Sewers | 1939 | 8 | 301.50 | \$359.81 |
| Sanitary Sewers | 1939 | 8 | 4,879.92 | \$5,823.71 |
| Sanitary Sewers | 1938 | 8 | 8,602.76 | \$10,266.54 |
| Sanitary Sewers | 1937 | 8 | 9,655.80 | \$11,474.42 |
| Sanitary Sewers | 1936 | 8 | 10,121.42 | \$10,543.46 |
| Sanitary Sewers | 1936 | 10 | 1,202.32 | \$1,661.42 |
| Sanitary Sewers | 1936 | 12 | 2,041.24 | \$3,515.00 |
| Sanitary Sewers | 1936 | 15 | 1,459.23 | \$3,195.26 |
| Sanitary Sewers | 1935 | 8 | 5,057.51 | \$5,012.65 |
| Sanitary Sewers | 1935 | 10 | 664.92 | \$874.22 |
| Sanitary Sewers | 1935 | 15 | 93.63 | \$195.07 |
| Sanitary Sewers | 1934 | 8 | 795.28 | \$796.27 |
| Sanitary Sewers | 1933 | 15 | 1,485.41 | \$2,684.18 |
| Sanitary Sewers | 1932 | 8 | 210.90 | \$167.44 |
| Sanitary Sewers | 1932 | 8 | 1,958.67 | \$1,555.02 |
| Sanitary Sewers | 1932 | 10 | 1,927.64 | \$2,030.10 |
| Sanitary Sewers | 1932 | 15 | 561.58 | \$937.19 |
| Sanitary Sewers | 1931 | 8 | 12,379.25 | \$11,330.46 |
| Sanitary Sewers | 1931 | 10 | 325.04 | \$394.65 |
| Sanitary Sewers | 1930 | 8 | 16,585.14 | \$17,025.10 |
| Sanitary Sewers | 1930 | 12 | 2,199.51 | \$3,732.38 |
| Sanitary Sewers | 1930 | 15 | 57.62 | \$124.34 |
| Sanitary Sewers | 1930 | 22 | 466.45 | \$2,042.32 |

Appendix A-5.2 (ScottMadden)

| | | | | |
|-----------------|------|----|-----------|-------------|
| Sanitary Sewers | 1928 | 8 | 3,503.10 | \$3,666.88 |
| Sanitary Sewers | 1927 | 8 | 4,732.16 | \$4,929.48 |
| Sanitary Sewers | 1926 | 8 | 22,578.00 | \$23,747.80 |
| Sanitary Sewers | 1926 | 10 | 2,197.67 | \$3,066.32 |
| Sanitary Sewers | 1926 | 12 | 795.46 | \$1,383.08 |
| Sanitary Sewers | 1925 | 8 | 28,664.41 | \$30,004.61 |
| Sanitary Sewers | 1925 | 12 | 656.02 | \$1,135.15 |
| Sanitary Sewers | 1925 | 15 | 376.77 | \$829.01 |
| Sanitary Sewers | 1925 | 36 | 283.17 | \$2,480.19 |
| Sanitary Sewers | 1924 | 8 | 468.25 | \$509.08 |
| Sanitary Sewers | 1922 | 24 | 361.13 | \$1,355.31 |
| Sanitary Sewers | 1921 | 12 | 106.29 | \$179.48 |
| Sanitary Sewers | 1919 | 10 | 846.77 | \$1,124.66 |
| Sanitary Sewers | 1917 | 8 | 1,649.47 | \$1,509.73 |
| Sanitary Sewers | 1917 | 10 | 16.18 | \$19.64 |
| Sanitary Sewers | 1917 | 15 | 720.67 | \$1,386.53 |
| Sanitary Sewers | 1917 | 18 | 250.45 | \$640.92 |
| Sanitary Sewers | 1916 | 8 | 449.65 | \$295.59 |
| Sanitary Sewers | 1904 | 8 | 807.49 | \$379.75 |

Totals

548,193.00 \$26,712,768.02

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021

Accounts 354.3, 355, 360 - Structures & Improvements - Pumping

| Account Number | Facility Description | Year Installed | Count | Actual Cost |
|-----------------------|---|-----------------------|---------------|---------------------|
| 354.30 | 7.5 HP Smith & Loveles Package Pump Station | 1980 | 1 | \$116,920.51 |
| 354.30 | Wet Well Structure | 1980 | 1 | \$15,032.64 |
| 354.30 | Valve Vault | 1980 | 1 | \$2,645.74 |
| 354.30 | Plug Valves | 1980 | 2 | \$2,766.01 |
| 354.30 | Check Valves | 1980 | 2 | \$2,284.96 |
| 355.30 | Generator | 1980 | 1 | \$15,032.64 |
| 354.30 | Automatic Transfer Switch | 1980 | 1 | \$2,104.57 |
| 360.21 | Forcemain (ft) | 1980 | 1700 | \$42,592.47 |
| | | | Totals | \$199,379.54 |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

Acquisition of the Assets of the York City Sewer Authority

Original Cost at May 19th, 2021
Collection System Summary

| Account Number | Facility Description | Count (ea or ft) | Actual Cost |
|-----------------------|-----------------------------|-------------------------|------------------------|
| 363 | Services to Customers | 15,649 | \$2,039,891.97 |
| 361 | Manholes | 2,627 | \$5,351,533.57 |
| 361 | Pipes | 548,193 | \$26,712,768.02 |
| Various Accounts | Pump Station and Force Main | 1,709 | \$199,379.54 |
| | | Totals | \$34,303,573.09 |



APPENDIX C: PROPERTY INVENTORY

Appendix A-5.2 (ScottMadden)

REAL ESTATE AND EASEMENTS

| | GRANTEE | GRANTOR | REC. DATE | BOOK / PAGE | DESCRIPTION |
|----|----------------|---------------------------------|------------------|--------------------|--------------------|
| 1 | City of York | Guardian Trust Co. | 12/28/1911 | 18-A / 357 | York |
| 2 | City of York | P A & S Small Land Co. | 11/5/1914 | 19-G / 642 | Agreement |
| 3 | City of York | Jane Gresly | 6/28/1915 | 19-U / 368 | ROW |
| 4 | City of York | Joseph R. Jones | 5/22/1917 | 20-L / 263 | Sewer Rents |
| 5 | City of York | Bilmeyer & Small Co. | 8/8/1918 | 20-S / 377 | ROW |
| 6 | City of York | West End Sewer Co. | 10/21/1919 | 21-E / 35 | Sewer System |
| 7 | City of York | Jacob Bare Est. | 7/23/1926 | 23-N / 558 | ROW |
| 8 | City of York | William M. Boger | 9/23/1926 | 23-Q / 236 | ROW |
| 9 | City of York | Ralph K. Trimmer | 9/29/1926 | 23-O / 650 | Agreement |
| 10 | City of York | Grier Hersh | 7/10/1931 | 24-Z / 628 | ROW |
| 11 | City of York | York County Poor District | 1/27/1932 | 25-F / 36 | ROW |
| 12 | City of York | Annie M. Menough | 5/6/1932 | 25-E / 665 | ROW |
| 13 | City of York | Frederick C. Boesch Exr | 5/6/1932 | 25-E / 666 | ROW |
| 14 | City of York | Community Swimming Assn Inc | 5/10/1932 | 25-E / 667 | ROW |
| 15 | City of York | Norard Hosiery Mills Inc. | 8/9/1933 | 25-R / 4 | ROW |
| 16 | City of York | Agnes Kehm | 12/21/1933 | 25-R / 279 | ROW |
| 17 | City of York | Sallie S. Bond | 12/21/1993 | 25-4 / 280 | ROW |
| 18 | City of York | York Hospital | 5/11/1936 | 26-K / 238 | York Co |
| 19 | City of York | David M. Myers Exr | 8/30/1937 | 26-Z / 267 | ROW |
| 20 | City of York | York County Institution Dist | 6/10/1938 | 27-I / 515 | ROW |
| 21 | City of York | J. Victor Jones | 6/10/1938 | 27-I / 516 | ROW |
| 22 | City of York | York Tack & Nail Works | 6/10/1938 | 27-I / 518 | ROW |
| 23 | City of York | New York Wire Cloth Co | 6/10/1938 | 27-I / 520 | ROW |
| 24 | City of York | Home Furniture Co | 6/10/1938 | 27-I / 522 | ROW |
| 25 | City of York | David P. Klinedinst Trust | 6/10/1938 | 27-I / 524 | ROW |
| 26 | City of York | American Chain & Cable Co. Inc. | 6/10/1938 | 27-I / 525 | ROW |
| 27 | City of York | George H. Wolf | 6/10/1938 | 27-I / 527 | ROW |
| 28 | City of York | Maryland & Penna. Railroad Co. | 6/10/1938 | 27-I / 529 | ROW |
| 29 | City of York | York County Institution Dist | 6/24/1938 | 27-I / 636 | ROW |
| 30 | City of York | Ella L. Kleffman | 7/21/1938 | 27-K / 209 | ROW |
| 31 | City of York | George D. Deardorff | 7/21/1938 | 27-K / 210 | ROW |
| 32 | City of York | Sarah E. Miller | 7/21/1938 | 27-K / 211 | ROW |
| 33 | City of York | Howard E. Holland | 3/31/1939 | 27-R / 352 | ROW |
| 34 | City of York | York Water Co | 6/30/1939 | 27-U / 566 | York |
| 35 | City of York | York Water Co. | 1/10/1941 | 28-M / 376 | Agreement |
| 36 | City of York | Ray S. Noonan | 9/12/1941 | 28-W / 267 | ROW |
| 37 | City of York | Maryland & Penna R R Co | 9/12/1941 | 28-W / 269 | ROW |
| 38 | City of York | York Independent Oil Co. | 9/12/1941 | 28-W / 272 | Consent |
| 39 | City of York | Fannie M. Free | 7/7/1945 | 31-I / 182 | ROW |
| 40 | City of York | Motor Freight Express Inc. | 10/20/1945 | 31-N / 162 | Agreement |
| 41 | City of York | Pauline L. Lavetan | 4/10/1947 | 32-V / 533 | Agreement |
| 42 | City of York | C. Kauffman Miller | 4/22/1947 | 33-B / 14 | Agreement |
| 43 | City of York | Harry R. Lenker | 1/17/1950 | 35-C / 606 | Agreement |
| 44 | City of York | Marie A. Garner | 7/19/1950 | 35-M / 532 | Agreement |
| 45 | City of York | George S. Freed | 7/19/1950 | 35-M / 535 | Agreement |
| 47 | City of York | Heistand Frey | 8/1/1950 | 35-L / 583 | ROW |
| 47 | City of York | David Y. Herbst | 11/4/1950 | 35-T / 632 | ROW |

Appendix A-5.2 (ScottMadden)

| | GRANTEE | GRANTOR | REC. DATE | BOOK / PAGE | DESCRIPTION |
|----|----------------|-------------------|------------------|--------------------|--------------------|
| 48 | City of York | Penn Dairies Inc. | 12/11/1950 | 35-Y / 108 | Agreement |
| 49 | City of York | Penn Dairies Inc. | 12/11/1950 | 35-Y / 113 | Agreement |

In witness whereof the said The Guardian Trust
Company of York, Pa. party of the first part, has caused
this indenture to be signed in its corporate name by its
President and has caused to be affixed hereunto the cor-
porate seal of the said corporation, attested
by its Secretary, the day and year first above written.

The Words Board of Directors of
interlined on second page before signing.

^{The}
^{Guardian}
^{Trust}
^{Company}
York Pa.
Incorporated
April 1st
1908.
The Guardian Trust Co. of
York Pa.
By M. D. Martin, President

attest

C. H. Baughman, secretary

Received the day of the date of the above indenture of the above
named The City of York, the sum of Twenty seven thousand
Dollars, in full by the consideration money above mentioned.

The Guardian Trust Co. of York, Pa.
C. H. Baughman, Treasurer

State of Pennsylvania,
County of York

I hereby certify that on this ninth day of
December A.D. 1911, before me, the sub-
scribed a notary Public in and for said State, residing in
York, Pa. personally appeared Charles H. Baughman the attor-
ney named in the foregoing deed, and by virtue and in fur-
surance of the authority therein conferred upon him acknow-
ledged the said deed to be the act of the said The Guardian
Trust Company of York, Pa.

Witness my hand and notarial seal the day and year of aforesaid

George S. Dellinger
Notary Public
George S. Dellinger
Notary Public
York
Pa.

My commission expires March 17, 1915.
Recorded Dec. 28th 1911.

George Lane, Recorder
per Peter M. Besner, Deputy

13338

The Guardian Trust Co.

To
The City of YorkThis Indenture, made the ninth
day of December in the year of our
Lord one thousand nine hundred
and Eleven (A.D. 1911) Between

The Guardian Trust Company of York, Pa. a duly incorporated corporation under the Laws of the State of Pennsylvania, having its principal place of business in the City of York, Pa. party of the first part, and The City of York, in said State of Pennsylvania, party of the second part. Witnesseth, that the said party of the first part, for and in consideration of the sum of Twenty Seven Thousand Dollars (\$27,000.00) lawful money of the United States of America, unto it well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents does grant, bargain, sell, alien, convey, release and confirm unto the said party of the second part its successors and assigns,

All that lot or piece of ground with the improvements thereon erected, situate at the north east corner of South Duke Street and East Mason Alley, in the Sixth Ward of said City of York. Beginning at the north east corner of said Duke Street and Mason Alley, thence extending northwardly along the east side of said Duke Street, a distance of seventy one and two tenths feet (71.2) to a point at the south line of the right of way hereinafter mentioned, thence extending eastwardly along the south line of said right of way a distance of sixty six and eight tenths feet (66.8) to property of Florence Campbell and Dorcas C. McDowell, thence southwardly along said last mentioned property, a distance of seventy one and two tenths feet (71.2) to a point on the north side of East Mason Alley, thence westwardly along said Alley, sixty six and eight tenths feet (66.8) to the East line of Duke Street, the place of Beginning containing in front on said Duke Street

seventy one and two tenths feet (71.2) and extending eastward by equal width, sixty six and eight tenths feet (66.8) to property of Florence Campbell and Dorata M. Dowell.

Said property being parts of the same properties which Margaret Amanda Small, executrix of the last will and testament of John H. Small, late of the City of York, York County, Pa. deceased, by her deed dated the twenty second day of April A.D. 1903, and being part of the same property which Elmer C. Feigler and ^{and Edward P. Stays and Annie E.} Emma his wife by their deed dated the twenty second day of April A.D. 1903, granted and conveyed unto the said party of the first part hereto, which said deeds are respectively recorded in the Recorder's Office of York County, Pa. in Record Book "137" page 157 and Record Book "137" page 162.

The within deed is made, executed and delivered in pursuance of a resolution duly adopted by the party of the first part at a regular meeting of the Board of Directors of said Company held the 5th day of December A.D. 1911, at the regular place of business of said Company, by which corporate action, full and lawful authority was duly conferred upon the President or Vice President and the Secretary of said Company to grant and convey the above described real estate to the said party of the second part upon payment of the above mentioned consideration money, and also in conformity with an ordinance of said City approved December second, A.D. 1911.

Together with free and uninterrupted right forever of ingress, egress and regress over, upon and along a strip of ground ten feet (10) in width next immediately adjoining on the north the property above described, said strip containing ten feet (10) on said Duke Street and extending eastwardly, sixty six and eight tenths feet (66.8) more or less to said property of Florence Campbell and Dorata M. Dowell, said right of way over said strip to be for the joint use of said Newcastonian Trust Company and the City of York, their successors and assigns, and to be

maintained and kept in repair at their joint expenses.

Together with all and singular buildings, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever therein belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the first part in law, equity, or otherwise howsoever of in and to the same and every part thereof.

To have and to hold the said property, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the use and behoof of the said party of the second part, its successors and assigns forever.

And the said party of the first part, for itself, its successors, does by these presents covenant, grant and agree to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, all and singular the hereditaments and premises herein above described and granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against it, the said party of the first part, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and forever defend.

The said The Knudelian Trust Company of York, Pa. first party, doth hereby constitute and appoint Charles W. Baughman to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgments, to the intent that the same may be duly recorded.

#12063. Edward G. S. Myers
to
David M. Myers et. al.

This Indenture Made the Third day of November in the year of our Lord one thousand Nine Hundred and fourteen. (1914).
Between Edward G. S. Myers of the City of York and County of York and State of Pennsylvania of the first part and David M. Myers Mary J. Myers, Sarah E. Frailey, William H. Myers and Susan S. Eyster all of the said City of York, Pennsylvania of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of Twelve Hundred Dollars (\$1200.) Dollars lawful money of the United States of America well and truly paid by the said parties of the second part to the said party of the first part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part their heirs and assigns.

ALL THE UNDIVIDED one sixth interest (being the entire interest of the said party of the first part) in and to all that certain lot or piece of ground situate, lying and being on the south side of West Philadelphia Street, in the City of York, Pennsylvania adjoining said West Philadelphia Street on the North Clark Alley on the south, property of Jacob Y. Loucks on the West and property of Emma Constantine on the East; containing in front on said West Philadelphia Street sixty four (64) feet and seven and one half (7 1/2) inches and extending in length or depth southwardly in equal width two hundred and thirty (230) feet to said Clark Alley.

The said lot or piece of ground became lawfully vested in Edward G. Smyser by the following deeds, to wit: - Eli H. Neiman and wife dated the 15th, day of July A. D. 1860, and recorded in the Recorder's Office of York County, Pennsylvania in Deed Book 6 P. page 52; and of John Fahs dated the 25th, day of March A. D. 1882 and recorded as aforesaid in Record Book "6 W" page 10.

The said Edward G. Smyser in and by his last will and testament in writing duly proved and recorded in the Register's office of York County, Pennsylvania devised the above lots of ground together with the improvements thereon erected to his daughter Ellen I. Myers. The said Ellen I. Myers is now deceased leaving to survive her as her heirs at law the above grantor and the above grantees.

to whom the said lots of ground together with the improvements thereon erected descended in equal shares under the intestate laws of the Common Wealth of Pennsylvania the said Ellen I. Myers having died intestate.

TOGETHER with all and singular the tenements, hereditaments and appurtenances to the same belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And Also all the estate, right, title, interest, property, claim and demand whatsoever both in law and equity of the said party of the first part of, in to or out of the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD the said premises with all and singular the appurtenances unto the said parties of the second part their heirs and assigns, to and for the only proper use and behoof of the said parties of the second part their heirs and assigns forever.

And the said party of the first part his heirs, executors and administrators do by these presents covenant, grant and agree to and with the said parties of the second part their heirs and assigns, that he the said party of the first part his heirs, all and singular the hereditaments and premises hereinabove described and granted or mentioned and intended so to be, with the appurtenances unto the said parties of the second part their heirs and assigns against the said part--- of the first part and his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same of any part thereof shall and will by these presents Warrant and Forever Defend.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of
Noah C. May
John C. Deeter

Edward G. S. Myers. (seal)

RECEIVED the day of the date of the within or foregoing indenture of the said parties of the second part the sum of Twelve Hundred Dollars (\$1200.) in full of the consideration money within mentioned.

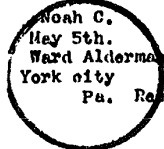
Witness es.
Noah C. May Edward G. S. Myers

State of Penna. }
County of York }

SS.
On the Third day of November in the year one thousand nine hundred and fourteen (1914)
before me, the subscriber an alderman in and for said County came the above named Edward G. S. Myers and he acknowledged the above indenture to be his act and deed and desired the same might be recorded as such.

Witness my hand and official seal,
Noah C. May (seal)
Alderman

My commission expires the first Monday of January 1920.



Pa. Recorded Nov. 5th, 1914.
August sonneman Jr. recorder.

#12064. P. A. & S. Small Land Co.
to
The City of York. Pa.

In consideration of the sum of One Dollar (\$1.00) to the P. A. & S. Small Land Company in hand paid by the City of York, Pennsylvania at and before the execution and delivery of these presents the receipt whereof is hereby acknowledged the undersigned P. A. & S Small Land Company hereby consents and agrees to the construction and maintenance by the City of York of an outfall sewer proposed to be laid over the portion of the

property of the Undersigned hereinafter described, to wit:-
Beginning at a point at the intersection of North George Street by Hamilton Avenue in the City of York, Pennsylvania and extending thence in a generally northeastwardly direction in West Manchester Township, York county Pennsylvania under and through a strip of ground fifty (50) feet in width commonly known as Hamilton Avenue, a distance of Six Hundred Nineteen (619) feet more or less to the intersection of said Hamilton Avenue by the eastern side of North Duke Street in the City of York, Pennsylvania.

if the same were extended and for the said consideration the undersigned for itself and its successors hereby remises and releases the said The City of York from all claims for damages which may be done the hereinabove described piece or strip of ground by reason of the construction under and through the said strip of ground known as Hamilton Avenue of the outfall sewer hereinabove mentioned. IN WITNESS WHEREOF the undersigned P. A. & S. Small Land Company has hereunto affixed its common and corporate seal duly attested this 26th. day of October 1914.

The Word Beginning with "said" on line 23 & ending with "attached" on line 24 & stricken out before delivery.

Attest,
George Small

P. A. & S. Small Land Company
By Samuel Small
President.



State of Pennsylvania } SS.
County of York

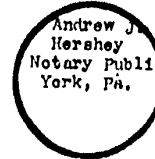
On this 26th. day of October 1914, before me, the subscriber a Notary personally personally appeared Samuel Small President of the P. A. & S. Small Land Company who being duly affirmed according to law, deposes and says that he was personally present at the execution of the foregoing instrument of writing and saw the common or corporate seal of the said corporation duly affixed thereto; that the said seal so affixed thereto is the common or corporate seal of the said corporation; that the above in-

strument of writing was duly sealed and delivered by him as President of the said Corporation as and for the act and deed of the said corporation for the uses and purposes therein mentioned and that the names of these deponents as President and of George Small as Secretary of said corporation subscribed to the above instrument of writing in attestation of its due execution and delivery are of their and each of their respective handwritings. Affirmed and subscribed to before me the day and year aforesaid.

Witness my hand and Notarial seal.

Andrew J. Hershey
Notary Public
Commission expires Jan. 21, 1915.

Samuel Small



Recorded November 5th. 1914.
August Sonnenman Jr. recorder

#12068. Edgar A. Fisher et. ux.
to
Ernest G. Graser

This indenture made the fourth day of November in the year of our Lord one thousand nine hundred and fourteen.

Between Edgar A. Fisher and Edith G. Fisher his wife both of the township of West Manchester York County and State of Pennsylvania of the first part Ernest G. Graser of the afore said named place of the second part.

Witnesseth, that the said parties of the first part for and in consideration of the sum of One Hundred (\$100.00/100) Dollars lawful money of the United States of America well and truly paid by the said party of the second part to the said parties of the first part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part his heirs and assigns. All the following described lot or piece of ground situate on the east side of North George Street in West Manchester Township, York County Pennsylvania bounded, limited and described as follows to wit:-

Beginning at a point on the east side of North George Street at the intersection of the eastern line of North George Street by the Northern line of First Avenue and extending thence along the eastern line of said North George Street northwardly twenty four feet to a point at property now or formerly of P. A. & S. Small Land Company thence along said last mentioned property Eastwardly at right angles with the eastern line of said North George Street one hundred and fifty feet more or less to the Western line of Albright Avenue thence along said Western line of Albright Avenue southwardly twenty four feet to the Northern line of First Avenue thence along the Northern line of said First Avenue and at right angles with the eastern line of said North George Street westwardly one hundred and fifty feet to the place of beginning.

Containing in front on North George Street twenty four feet and extending back eastwardly of the same and equal width through out one hundred and fifty feet more or less to said Albright Avenue

Being the same lot or piece of ground which P. A. & S. Small Land Company by its deed dated August 30th. 1913, and recorded in the office of York, County, Pa., in Record Book 19 A, page 447 granted unto Edgar A. Fisher grantor herein.

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, property, claim and demand whatsoever both in law and equity of the said parties of the first part of, in to or out of the said premises and every part or parcel thereof.

To Have and To Hold the said premises with all and singular the appurtenances unto the said party of the second part his heirs and assigns to and for the only proper use and behoof of the said party of the second part his heirs and assigns forever.

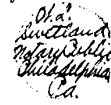
SUBJECT to the following condition:- that the said grantee his heirs and assigns shall not erect on the above described premises any dwelling house or other building within forty feet of the east side of North George Street;-

And the said Edgar A. Fisher and Edith G. Fisher his wife their heirs, executors and administrators do by these presents covenant, grant and agree to and with the said party of the second part his heirs and assigns that they the said parties of the first part part their heirs all and singular

Sworn and subscribed before me, the day and year aforesaid.

Witness my hand and Notarial seal.

W. L. Swetland



Notary Public.

Commission Expires May 24, 1919.

Recorded June 28th, A. D. 1915.

August Sommerman Jr., Recorder.

151111

W.L. Swetland
Notary Public
York, Pa.
6.28.15

This Indenture, Made this 21st day of June in the year nineteen hundred and fifteen (1915), between Jane Kresly, Ellen Kresly and Elizabeth Kresly, all of the City of York, Pennsylvania, Grantors of the first part, and the City of York, a municipal corporation of Pennsylvania, Grantee, of the second part, Witnesseth:

That said grantors, for and in consideration of the sum of One Thousand Dollars (\$1,000.00), to them in hand paid by the City of York, the receipt whereof is hereby acknowledged, have granted, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto said City of York, its successors and assigns, the right, liberty and privilege of entering upon, constructing and forever maintaining a thirty-nine inch brick sewer, according to plans and specifications now determined upon by said City, over, upon, along or under that certain lot or piece of ground, situate in the City of York, of the City of York, York County, Pennsylvania, located at the southeast corner of Grant Street and Eastlick, and fronting on Grant Street forty feet and extending thence Eastwardly of equal width a distance of four hundred ninety feet more or less, to low water mark on the West bank of Codorus Creek, upon which lot of ground is erected two one-story frame dwelling houses, which are known and designated as Nos. 1 and 2 in the will of Andrew Kresly, deceased, which were therein devised to Maria Kresly, mother of the grantors herein, during her life or widowhood, and after her death (which has since occurred)

became absolutely vested in said grantors, as will more fully appear by reference to said will which remains of record in the Office of the Register of Wills of York County in Record Book 2 D, page 86 &c. The course of said sewer through and under said land shall be approximately as follows: Beginning at a manhole (about to be constructed,) in Kraut Street at a point two hundred and twenty-one and five-tenths (221.5) feet North twelve degrees fifteen minutes West of an existing manhole in said Kraut Street at or near the intersection of said Kraut Street with Gas Alley, thence extending from said first mentioned point of beginning through property of said grantors North seventy-three degrees thirty minutes East three hundred and eighteen and seven-tenths (318.7) feet to a point on lands of said grantors, thence continuing through property of said grantors crossing Gas Alley and connecting with the terminus of an existing sewer under the right of way of the Pennsylvania Railroad, North two degrees fifty minutes West to said point of connection. With the further right in said City to construct, maintain and at all times to have access to a manhole at the junction of said last described line of said sewer with the line thereof above described upon the lands of said grantors. The said City of York, its workmen, employees or contractors, shall have the further right whenever it shall become necessary to exercise the same, of entry upon said above described land for the purpose of making repairs to said sewer.

As a further consideration for this grant, it is hereby stipulated and agreed that said City of York shall replace and restore said buildings on the tract of land above mentioned, as well as any other buildings or property of grantors adjacent thereto, to the same order and condition in which they were before the laying of said sewer. A draft or plan of said sewer through property of said grantors is attached hereto, made part hereof and marked "Exhibit A."

To Have And To Hold all and singular the rights and privileges hereby granted or mentioned or intended as to be

with the appurtenances unto the said City of York, its successors and assigns, to and for the only proper use and behoof of said City of York, its successors and assigns forever.

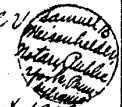
And the said grantors and each of them, for themselves, their heirs and assigns, do hereby remise, release, quit-claim and forever discharge the said City of York, its successors and assigns, of and from all loss, injury and damage which the said grantors, their heirs and assigns, or either or any of them, may suffer or sustain by reason of said City of York constructing, maintaining or repairing said sewer as hereinbefore set forth, and of and from all actions, acts, suits, reckonings, claims and demands for or by reason thereof: Provided, however, that nothing herein contained shall be construed to release the said City of York of any liability for damages to said property by reason of any negligent operation of said sewer.

In Witness Whereof, said grantors have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered } Jane Kresly
in the presence of: } Ellen Kresly
S B Meisenhelder } Elizabeth Kresly
P. L. Lewis.

State of Pennsylvania, } ss. Before me, the subscriber, a
County of York. } Notary Public of said State, residing in the City of York, in said County, personally came the above named Jane Kresly, Ellen Kresly and Elizabeth Kresly (all unmarried), grantors, who, in due form of law acknowledged the foregoing indenture to be their act and deed, to the end that the same might be recorded as such. Witness my hand and seal, this 21st day of June, A. D. 1915.

Samuel B Meisenhelder
Notary Public.



My commission expires Feb 21st 1917.

Recorded June 28th, A. D. 1915.

August Sonnenmaffer, Recorder

6309. Joseph R. Jones et. al. : Where as, by deed dated the 6th day of October, A.D. one thousand
to : nine hundred sixteen (1916) and recorded in the office for the
City of York : recording of deeds in and for the county of York in Record Book
: 20 1, page 164, the Board of Directors of the Poor conveyed unto
Joseph R. Jones, George A. Jones, J. Victor Jones, and Harvey C. Jones,

a lot of ground in the City of York bounded and described as follows:

Beginning at a post on the west side of Broad Street one hundred ninety six and three
tenths feet north of the north side of Walnut Street, and at the north side of a twenty feet wide
alley, and extending thence along the north side of said alley south seventy-two, and nine-tenths
feet, to a post at the right of way of Maryland and Pennsylvania Railroad Company; thence along
said right of way north sixty two degrees forty five minutes west one hundred fifty five and two
tenths feet to a point in a stream; thence by other lands of said Poor district north seventy two
degrees five minutes east three hundred ninety and one tenth feet to a stake at the west side of
Broad Street; thence along the west side of Broad Street south nineteen degrees fifty minutes east
one hundred and ten feet to the place of Beginning.

and did thereupon deliver unto the said Joseph R. Jones, George A. Jones, J. Victor Jones and
Harvey C. Jones possession of said lot of ground, who after they had entered into Possession of said
lot of ground discovered that the City of York had laid a sewer along the southern and western
lines of said lot from the east side of Broad Street to the stream commonly known as the Poor
House Run.

Now Therefore This Indenture made this fifteenth day of December (1916) between the said
Joseph R. Jones, George A. Jones, J. Victor Jones and Harvey C. Jones, of the first part, and the City of
York, of the second part,

Witnesseth, that for and in consideration of the sum of One Dollar, lawful money of the
United States unto them well and truly paid by the said City of York, of the second part, at and
before the entering hereof and of the removal forthwith by the said City of York of the portion
of said sewer lying along the south side of said lot of ground from Broad Street to the right of
way of the Maryland and Pennsylvania Railroad Company, being in length about two hundred eighty
three and nine-tenths feet, the said parties of the first part do hereby give and grant unto the
said party of the second part, its successors and assigns, the right and privilege of forever main-
taining the remaining portion of said sewer, to wit:

Beginning at the northern line of a twenty feet wide alley, six feet east of the right of
way of the Maryland and Pennsylvania Railroad Company and extending thence in a generally north
westerly direction at an average distance of four feet eastwardly from said right of way and near-
ly parallel therewith one hundred sixty (160) feet, more or less to the said stream known as the
Poor House Run, together with the right of ingress, egress and regress to, from and upon the portion
of the said lot of ground conveyed as aforesaid by the said directors of the Poor to the said
Joseph R. Jones, George A. Jones, J. Victor Jones and Harvey C. Jones, adjoining the said right of way
of the said Maryland and Pennsylvania Railroad Company, and upon which the said portion of said
sewer is located, for the purpose of maintaining and repairing said sewer, under and subject, never-
theless to the following conditions which are made a part of this grant:

(a) That the said City of York shall and will forthwith remove the portion of said sewer
now constructed along the southern line of the above mentioned lot of ground between Broad Street
and the said right of way of the said Maryland and Pennsylvania Railroad Company.

(b) That the said portion of the sewer to remain upon the premises of the said parties
of the first part, as hereinbefore provided, shall not exceed twenty inches in diameter, and shall be
used for the purpose of carrying off storm water and for no other purposes.

And the said parties of the first part shall have the right to enter and use said sewer
for said purpose, without the payment of an entrance fee to said City.

(c) That the said party of the second part shall and will from time to time and at all
times hereafter pay any and all loss, cost or damage which the said parties of the first part shall
suffer or sustain because of the cracking, breaking or leaking of said portion of said sewer which
the above mentioned party of the second part shall maintain upon the said premises, or for entering
upon the said premises for the purpose of maintaining and repairing or opening the said portion of
said sewer.

(d) That in case the sewer which the said party of the second part intends to place in
the alley adjoining the southern line of the said above mentioned lot of ground shall be extended
westwardly from the point of intersection of said sewer with the northern line of said right of
way of the Maryland and Pennsylvania Railroad Company in such way or manner, or by such course that
it shall reach the said stream known as the poor House Run other than through or upon the said lot
of ground of the said parties of the first part, then and in that event this grant shall cease, and
the right of the said party of the second part to maintain the portion of the sewer on the said
land of the said parties of the first part, as hereinbefore granted, shall cease and be determined.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals
the day and year above written.
Signed, sealed and delivered in the presence of
Ellen M. Wellensiek

Joseph R. Jones (SEAL)
George A. Jones (SEAL)
J. Victor Jones (SEAL)
Harvey C. Jones (SEAL)

Emanuel M. Baum
as to Harvey C. Jones

State of Pennsylvania :
County of York : SS.

Ellen M. Wellensiek
Notary Public
York, Penna.

Before me, the subscriber, a Notary Public of said State residing in the
City of York, in said County, personally appeared the above named Joseph R.
Jones, George A. Jones, and J. Victor Jones, and in due form of law acknowledged
the foregoing instrument of writing to be their act and deed to the end
that the same might be recorded as such according to law.
Witness my hand and notarial seal this 18th day of December A.D. 1916.
Ellen M. Wellensiek
Notary Public

State of Maryland SS,
City of Baltimore

Emanuel M. Baum
Notary Public
Baltimore
Md.

My commission expires Jan'y 25, 1919.
Before me, the subscriber, a Notary Public of said State, residing in the City
of Baltimore, personally appeared the above named Harvey C. Jones, and in due
form of law acknowledged the foregoing instrument to be his act and deed
to the end that the same might be recorded as such according to law.
Witness my hand and Notarial seal this 15th day of December A.D. 1916.
Emanuel M. Baum, Notary Public
My commission expires May 1, 1918. Recorded May 22d, A.D. 1917.
Edward B. Newman, Recorder

#10673. Roy W. Straley et ux: This Deed, Made the fifth day of August in the year Nineteen hundred and
to :
J. Milton Swartz : eighteen.
: Between Roy W. Straley and Lottie M. Straley, his wife, of Hanover Borough,
: York County, Pennsylvania, of the first part, grantors, and J. Milton
: Swartz of Borough, County and State aforesaid, of the second part-grantee
Witnesseth, that in consideration of Eleven Hundred (\$1100.00) Dollars in hand paid, the
receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said
grantee,

All that the following described unimproved lot of ground situate, lying and being on the
South side of Fourth Street in Hanover Borough, York County, Pennsylvania and known on the general plan
of a series of lots laid out by David D. Krug and Paul Krug, Executors of the Will of John Krug,
deceased, as Lot No. 24; said plan or plot is recorded in the office for the recording of Deeds etc.,
in and for said County of York, Pennsylvania, in Record Book "17 D" at page 701, bounded and limited as
follows to wit:

BEGINNING for a corner on the South side of Fourth Street at Lot No. 25; thence along said
lot South 16 degrees 45 minutes East one hundred forty-six feet, nine inches to a corner at a twenty
feet wide alley; thence along the North side of said alley South 74 degrees 45 minutes West forty feet
to a corner at Lot No. 23 belonging to party of the first part; thence North along said last mentioned
Lot 18 degrees 46 minutes West to a corner at aforesaid Fourth Street; thence along said Fourth Street
North 73 degrees 15 minutes East forty feet to the place of Beginning.

It being one of the same lots of ground which George W. Krug and Serena Krug, his wife, by their
deed dated the thirty-first day of December 1915 and recorded in the office for the recording of
Deeds in and for York County, in Deed Book "19 Y" at page 517, sold and conveyed unto Roy W. Straley,
grantor herein.

As by reference to said in part recited Indenture, it will more fully and at large appear.
And the said grantors, do hereby covenant and agree to and with the said grantee, that they,
the grantors, their heirs, executors and administrators, shall and will generally warrant and forever
defend the herein above described premises, with the hereditaments and appurtenances, unto the said
grantee, his heirs and assigns, against the said grantors and against every other person lawfully
claiming or who shall hereafter claim the same or any part thereof.

In Witness Whereof, said grantors have hereunto set their hands and seals the day and year
first above written.
D. Guy Hollinger

Roy W. Straley (REAL)
Lottie M. Straley (SEAL)



State of Pennsylvania: ss.
County of York



On this 5th day of August A.D. 1918 before me, a Notary Public, in and for York
County, Pennsylvania, came the above named Roy W. Straley and Lottie M. Straley,
his wife, and acknowledged the foregoing Deed to be their act and deed, and
desired the same to be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

D. Guy Hollinger
Notary Public

My Commission expires March 9, 1919.

Recorded August 8th, A.D. 1918.
Edward B. Newman, Recorder

10675. Billmeyer & Small Co.: Be it known that the Billmeyer & Small Company, for and in consideration
to :
York City : of the sum of One Dollar (\$1.00) paid by the City of York, does hereby
: grant unto said City of York, its successors and assigns, the rights
: and privilege of entering upon, constructing and maintaining a storm
water sewer upon and under a strip of land not to exceed twenty feet
in width, situate in the Twelfth Ward of the City of York, York County,

Pennsylvania, bounded and described as follows: The center line of said strip beginning on the South
line of East Philadelphia Street at a point 540.22 feet westwardly from the southwest corner of
Philadelphia and Vine Streets and extending thence Southwardly at right angles with said line of East
Philadelphia Street 155.13 feet to a point, thence extending Eastwardly at right angles with said
above described line and parallel with said line of Philadelphia Street a distance of 404 feet, more
or less, to the Eastern boundary line of said Billmeyer & Small Company's property, said point of
ending being in the center of Glen Alley as the same is now opened from Vine Street Westwardly to
said Billmeyer & Small Company's property. The side lines of said twenty foot strip are located
ten feet on each side of and parallel with said above described two center lines. The right is also
granted by said Company to said City of York, its engineers, employees, agents and workmen to enter
upon said strip of ground over and under which said sewers may be constructed for the purpose of
constructing, repairing or re-constructing the same.

Said Billmeyer & Small Company hereby constitutes and appoint George S. Billmeyer to be its
attorney for it and in its name and as and for its corporate act and deed to acknowledge this
instrument before any person having authority by the laws of the Commonwealth of Pennsylvania to take
such acknowledgements to the extent that the same may be duly recorded.

In witness Whereof, said Billmeyer & Small Company has caused this instrument to be signed by
George S. Billmeyer its president, and its corporate seal to be hereto affixed with the attestation of
W. A. Cook its Asst Secretary, this 26th day of June, A.D. 1913.

W. A. Cook
Asst Secretary



George S. Billmeyer, President

Appendix A-5.2 (ScottMadden)

378

State of Pennsylvania: SS,
County of York :

Ellen M. Wellensiek
Notary Public
York, Penna.

I hereby certify that on this 26th day of June A.D. 1913 before me, a Notary Public of said State, residing in said County, personally appeared George S. Billmeyer, the attorney named in the foregoing instrument and by virtue and in pursuance of the authority therein conferred upon him acknowledged said instrument to be the act and deed of the said Billmeyer & Small Company.

Witness my hand and notarial seal the day and year aforesaid.
Ellen M. Wellensiek
Notary Public

My Commission expires Jan'y 25, 1915.

Recorded August 6th, A.D. 1918.

Edward B. Newman, Recorder

#10678, Bertha B. Wirt
\$20,000 Revenue
8/9/18
B.B.W.

This Deed, Made the Eighth day of August in the year Nineteen hundred and eighteen. Between Bertha B. Wirt (widow), of the Borough of Hanover, York County, State of Pennsylvania, grantor, and H. D. Sheppard and C. N. Myers, as tenants in common of the said Borough of Hanover, County and State aforesaid, grantees.

Witnesseth, that in consideration of Twenty Thousand (\$20,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantor doth hereby grant and convey to the said grantees,

All that the following described tract of land, situate in the Borough of Hanover, York County, State of Pennsylvania, bounded and limited as follows:-

A lot of ground situate on Frederick Street (No. 8) in the Borough of Hanover, York County, State of Pennsylvania, bounded on the east and north by public alleys, on the south by said Frederick Street, and on the west by property lately purchased by L. B. Hafer, containing in width on said street fifty-seven (57) feet six (6) inches and extending in depth of equal width two hundred and thirty (230) feet.

It being the same tract of land which Charles B. Wirt, et al., by their deed dated March 19, 1917, and recorded in the Recorder's Office of York County in Deed Book "N" Vol. 20, page 153, sold and conveyed unto Bertha B. Wirt, party of the first part hereto, her heirs and assigns.

And the said grantor doth hereby covenant and agree to and with the said grantees, that she the grantor, her heirs, executors and administrators, shall and will generally warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees, their heirs and assigns, against the said grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness Whereof, said grantor hath hereunto set her hand and seal the day and year first above written.

Sealed and delivered in the presence of
Meta Stock
Guy W. Bange

Bertha B. Wirt (SEAL)

State of Pennsylvania: SS,
County of York :

Meta Stock
Notary Public
Hanover
York Co.,
Pa.

On this Eighth day of August A.D. 1918 before me, a Notary Public in and for said County, personally came the above named Bertha B. Wirt and acknowledged the foregoing Deed to be her act and deed, and desired the same to be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.
Meta Stock
Notary Public

My Commission expires February 19, 1921.

Recorded August 9th, A.D. 1918.

Edward B. Newman, Recorder

#10679. Hanover Trust Co.: Know all Men by these Presents, that the Hanover Trust Company of the Borough of Hanover, York County, Pennsylvania, for and in consideration of the sum of Forty (\$40.00) Dollars lawful money of the United States of America, unto it in hand paid by Bertha B. Wirt at and before the enrolling and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and extinguished unto the said Bertha B. Wirt, her heirs and assigns - All that certain yearly ground rent amounting to One Dollar and 78/100 (\$1.78) charged on Lot No. 8, situate on Frederick Street in the said Borough of Hanover, and which said lot is now owned by the said Bertha B. Wirt. It being the same ground rent which David E. Forney, executor of the last will and testament of Maria S. Shultz, late of the Borough of Gettysburg, Adams County, Pennsylvania, deceased, by his Indenture dated the 12th day of September 1914 and recorded in the Recorder's Office of said York County in Record Book "19 N", page 184, sold and conveyed unto the said Hanover Trust Company, its successors and assigns.

Together with the rights, remedies, incidents, appurtenances, reversions and remainders thereof and all the estate, rights, title, interest, property, claim and demand of is, the said Hanover Trust Company, at law and in equity, as well of, in and to the said yearly ground rent, as of, in, to and out of the said lot or piece of ground out of which the same is issuing and payable.

hereditaments and premises herein above described and granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, her heirs, and assigns, against him the said party of the first part, and his heirs, and against all and every other person or persons whomsoever lawfully claiming, or to claim the same or any part thereof, shall and will warrant and forever defend.

In Witness Whereof, the said party of the first part has to these presents set his hand and seal. Dated the day and year first above written. Sealed and delivered in the presence of Noah C. May

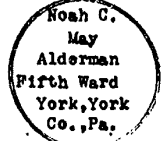
John Keller (SEAL)

Received the day of the date of the above Indenture of the above named Mamie Louisa Brown, the sum of Two hundred and fifty dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness: Noah C. May

John Keller

State of Pennsylvania: County of York;



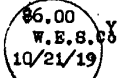
SS, On this twenty-first day of October A.D. 1919 before me, the subscriber, an Alderman in and for said County personally came the above named John Keller (single man) who in due form of law acknowledged the foregoing Indenture to be his act and deed, and desired that the same might be recorded as such. Witness my hand and official seal the day and year aforesaid.

Noah C. May (SEAL) Alderman

My Commission expires first Mond- Jan. 1920.

Recorded October 21st A.D. 1919. Edward B. Newman, Recorder

#16899. West End Sewer Co.:



Whereas, by ordinance of the City of York, entitled, "An ordinance authorizing the West End Sewer Company to construct a private sewer, with a right of the City to purchase the same and prescribing the cost of entering the same," approved the 26th day of November, 1897, the said West End Sewer Company was authorized and permitted to lay, construct, and maintain a private sewer to begin at the east side of Hartley street to connect with the western terminus of a sewer already constructed and thence along Hartley Street to Park Street; thence along Park Street to Manchester Street; thence along Manchester Street to Lincoln Street; thence along Lincoln Street to West Street; thence along West Street to Madison Avenue, and from West Street to Bruce Alley to Belvidere Avenue; and thence along Belvidere Avenue to Linden Avenue; along Fern Alley from West street to Carlisle Avenue, and along Madison Avenue from West street to Carlisle Avenue; and subsequently laid and constructed, and has since maintained said private sewer.

And whereas, by ordinance of the City of York, entitled "An ordinance authorizing the acquisition of the system of storm sewers of the West End Sewer Company, and providing for the payment of the cost thereof" passed on the 14th day of October, 1919, the City of York acquired and purchased the system of sewers, pipes, inlets, and all appurtenances of any kind whatsoever of the said West End Sewer Company for the sum of six thousand dollars (\$6000.00) to be paid as in said ordinance more fully set forth.

And Whereas, at a meeting of the stockholders of said West End Sewer Company, duly held for the purpose on the 20th day of October, 1919, the said stockholders unanimously consented and agreed to said proposed sale, and requested, authorized, and empowered the Board of Directors thereof to make, execute and deliver all necessary deeds or other instruments of writing necessary or advisable for the proper conveyance of said system to the City of York, in pursuance whereof, the said Board of Directors at a special meeting held for the purpose on said 20th day of October, 1919, unanimously authorized the proper officers of said Company for and in the name of the Company to make, execute and deliver all necessary deeds or other instruments of writing of necessary or advisable for the proper conveyance of said system to said City of York.

Now Therefore Know all Men by these Presents the West End Sewer Company, a corporation organized under the laws of the State of Pennsylvania, having its principal office in the City of York, in the County of York, in said State, for and in consideration of the sum of six thousand dollars (\$6000); one thousand dollars (\$1000) whereof has been paid in cash upon the execution of this deed, the receipt whereof is hereby acknowledged, and the remaining five thousand dollars (\$5000) whereof is to be paid by said City in annual payments of one thousand dollars (\$1000) each out of the current revenues, all as in said above recited ordinance of October 14, 1919, more fully set forth, hereby grants and conveyed to the said City of York, its successors and assigns, all and singular the said system of sewers, pipes, inlets, and all appurtenances of any kind whatsoever, of the said West End Sewer Company.

In Witness Whereof, the said West End Sewer Company has caused its corporate seal to be hereto affixed, duly attested, this twenty first day of October, A.D. 1919.

Attest: C. H. Moore Secretary



West End Sewer Company, By Ellis S. Lewis President

Appendix A-5.2 (ScottMadden)

State of Pennsylvania,
County of York

Ellen M. Wellensiek
Notary Public
York, Penna.

SS, Be it remembered that on the twenty-first day of October, A.D. one thousand nine hundred and nineteen (1919) before me, the subscriber, a Notary Public of said State, residing in the City of York, in said County, personally came Ellis S. Lewis, President of the above named West End Sewer Company, who, having been duly affirmed according to law, declares and says that he was personally present at the execution of the above Indenture and saw the common and corporate seal of the said corporation of the West End Sewer Company duly affixed thereto, and that the seal so affixed is the common and

corporate seal of the said West End Sewer Company, and that the said Indenture was duly signed, sealed and delivered as and for the act and deed of the said corporation to the intent and purposes therein mentioned, and that the name of this deponent subscribed thereto as President of the said corporation in attestation of the due execution and delivery of the said Indenture is of this deponent's own proper handwriting.

Affirmed and subscribed before me the day and year aforesaid.
Ellen M. Wellensiek Notary Public
My Commission expires Jan'y 25, 1923.

Ellis S. Lewis

Recorded October 21st A.D. 1919.
Edward B. Newman, Recorder

#16900. Mary E. Reheard Est. to
John U. Reheard Admr

KNOW ALL MEN BY THESE PRESENTS, that we Mary L. Counsylvan of Mountville, Lancaster County, Penna., Annie C. Weiser of Red Lion, Penna., John U. Reheard of High Rock, Penna., Robert B. Reheard of Harrisburg, Penna., Jennie C. Frey of Wrightsville, Penna., Maggie E. Workinger of High Rock, Penna., and Joseph W. Reheard of Florin, Lancaster County, Penna., all children of lawful age of Mary E. Reheard, late of Chanceford Township, York County, Pennsylvania, deceased, and the York Trust Company, guardian of Floretta J. Workinger minor daughter of Laura G. Workinger, deceased daughter of the late Mary R. Reheard, have each of us this day had and received of and from John U. Reheard, Administrator of the estate of the said Mary E. Reheard, deceased, the sum of Ninety-four and nine one-hundredths (\$94.09) Dollars: And the York Trust Company, guardian of Carl Workinger, a deceased daughter of the said Mary E. Reheard, deceased, have received for each of said minors the sum of Forty-seven and five one-hundredths (\$47.05) Dollars.

The said sums paid to us and each of us as aforesaid being in full of our and each of our shares out of the estate of the said Mary E. Reheard, deceased.

In Consideration Whereof, we do by these presents remise, release and forever discharge the said John U. Reheard, Administrator, his heirs, administrators and assigns of and from further payment of the said sums of money paid to us and each of us as aforesaid and of and from all suits, accounts, reckonings, claims and demands whatsoever therefor.

Witness our hands and seals this 21st day of October, A.D. 1919.

Witness:
Charlotte E. Lehn

J.W. Reheard)SEAL)
Robert B. Reheard)SEAL)
Jennie C. Frey)SEAL)
Maggie E. Workinger)SEAL)
John U. Reheard)SEAL)
Annie C. Weiser)SEAL)
Mary L. Counsylvan)SEAL)

Witness:
Charlotte E. Lehn

York Trust Company
Incorporated
June 11, 1890
York, Pa.

York Trust Company
By Ellis S. Lewis Presd (SEAL)
Guardian of Floretta J. Workinger, Carl Workinger and Herbert A. Workinger.

Attest:
C.H. Moore, Secy

State of Pennsylvania
County of York

Charlotte E. Lehn
Notary Public
York City
York Co., Pa.

SS, Personally appeared before me, a Notary Public, in and for said County and State, Mary L. Counsylvan, Annie C. Weiser, John U. Reheard, Robert B. Reheard, Jennie C. Frey, Maggie E. Workinger and Joseph W. Reheard, above named, who in due form of law acknowledged the foregoing release to be their act and deed to the end that the same might be recorded as such according to law.

Witness my hand and Notarial seal this 21st day of October, A.D. 1919.
Charlotte E. Lehn
Notary Public

Commission expires April 1-1923.

State of Pennsylvania
County of York

SS, Be it remembered that on the 21st day of October 190- before me, a Notary Public of said State residing in the City of York, in said County, personally appeared Ellis S. Lewis, President of York Trust Company party to the annexed instrument, who being duly sworn deposeeth and saith, that he was personally present at the execution of the said instrument and saw the common seal of the said York Trust Company duly affixed thereto; that the seal so affixed is the common and corporate seal of the said York Trust Company; that the said instrument was duly signed, sealed and delivered by, and as and for the act and deed of the said York Trust Company, for the uses and purposes therein mentioned; and that the name of this deponent subscribed to the said instrument as President of the said York Trust Company, in attestation of the due execution and delivery of the said instrument, is in this deponent's own proper handwriting.

sworn and subscribed before me the day and year aforesaid.
Witness my hand and seal.
Charlotte E. Lehn
Notary Public
Commission expires April 1-1923.

Ellis S. Lewis

Charlotte E. Lehn
Notary Public
York City
York Co., Pa.

Recorded October 22d A.D. 1919.
Edward B. Newman, Recorder

Appendix A-5.2 (ScottMadden)

his act and deed, and desire the same might be recorded as such for the purpose therein mentioned

Witness my hand and notarial seal this 5 day of June Anno Domini one thousand nine hundred and twenty six

Ellen W.
Wellensiek
Notary Public
York
Pa.

Ellen W. Wellensiek (seal)
Notary Public
My commission expires
January 25, 1927
Recorded July 23, 1926
Emory E. Saylor, Recorder.

5918

York Trust Company Admr. :
to
John E. Baker ux. :

This indenture, made this 19th day of July A. D. 1926, between York Trust company, Administrator de bonis non cum testamento annexo of the estate of Jacob Bare, deceased, party of the first part; John E. Baker and Mary S. Baker his wife, of the City of York, York County, Pennsylvania, parties of the second part, and City of York a municipal corporation of the Commonwealth of Pennsylvania, party of the third part

Witnesseth:

Whereas the city of York has heretofore constructed and erected a Sanitary Outfall Sewer with manholes and appurtenances thereto beginning at a point on the Eastern building line of North Water Street in the thirteenth ward of the City of York, Pa. and extending thence through lands of John E. Baker and the lands of the estate of Jacob Bare, deceased, to a point in Cottage Hill Road, the course and location of which are hereinafter more particularly described and located, and

Whereas the party of the first part has agreed to accept the sum of seven hundred fifty dollars (\$750.00) in full consideration for the grant of the right of way and easement to the extent that the same extends through the land of the said Jacob Bare deceased, and the said party of the second part has heretofore agreed to accept the sum of two hundred fifty dollars (\$250.00) in full consideration for the grant of the right of way and easement, to the extent that the same extends through the land of the parties of the second part; which consideration the party of the third part has agreed to pay said parties of the first and second part respectively, therefore

Know all men by these presents that York Trust Company, administrator de bonis non cum testamento annexo of the estate of Jacob Bare, deceased, pursuant to direction and power contained in the last will and testament of said decedent, and for and in consideration of the premises, and in consideration of the sum of seven hundred fifty dollars (\$750.00) lawful money of the United States of America unto it well and truly paid by the said City of York, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; and John E. Baker and Mary S. B. Baker his wife, for and in consideration of the premises, and in consideration of the sum of two hundred fifty dollars (\$250.00) lawful money of the United States of America unto them well and truly paid by the said city of York, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do, grant, bargain, and sell, unto the said city of York, its successors and assigns, all their several right title and interest in that certain Sanitary Outfall Sewer, the manholes constructed in connection therewith, and the appurtenances thereto belonging, extending over, under, and across the tracts of land of said parties respectively, situated in the 13th ward of the city of York, York County, Pennsylvania, beginning at a point on the Eastern building line of North Water Street, said point being located one hundred forty six (146) feet southwardly from the Southeast corner of North Water Street and front Street, thence at right angles with North Water Street in an Eastwardly direction nine hundred twenty (920) feet to a point in Cottage Hill Road; together with the right and privilege to repair, maintain, use, and enjoy freely and uninterruptedly said line of Sanitary Outfall Sewer, in, over, under, and across the tracts of land of parties of the first and second part respectively, under and subject nevertheless, to the legal duty imposed upon the City of York, its successors and assigns, to maintain, repair, and keep clean said sewer, at the expense of said City of York, its successors and assigns, to the end and purpose that the said party of the first part, its successors and assigns, and John E. Baker and Mary S. B. Baker his wife, parties of the second part, their heirs and assigns, shall be relieved from the duty of maintaining, repairing and keeping clean said sewer; and party of the first part and parties of the second part have hereby granted, bargained, and sold, and by these presents do grant, bargain, and sell unto the said City of York, its successors and assigns the free and uninterrupted use, liberty, and privilege of free passage in, along, and under a certain strip or parcel of land ten (10) feet in width, and extending from a point on North Water Street, nine hundred twenty (920) feet to a point in Cottage Hill Road, as herein before more fully described, the North and South lines of said right of way being distant five (5) feet from and parallel to said described center line, to the extent that said strip or parcel extends over and upon the land of party of the first part and parties of the second part respectively, for the purpose of constructing, cleansing, and repairing said Sanitary Outfall Sewer.

To have and to hold all and singular, the privileges aforesaid, to said City of York, its successors and assigns, to and for the only proper use and benefit, of it, the said City of York, its successors and assigns forever

The York Trust Company trustee aforesaid, does hereby constitute and appoint Ellis S. Lewis to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this indenture before any person having authority by the laws of the Commonwealth of Pennsylvania, to take such acknowledgment to the intent that the same may be duly recorded

In witness whereof the said York Trust Company has caused this indenture to be signed in its corporate name by its President and has caused to be affixed hereunto the common and corporate seal of the said corporation, attested by its secretary; and the said parties of the second part have hereunto set their hands and seals on the day and year first above written

| | |
|---------|-------------------------|
| York | York Trust Company |
| Trust | By, Ellis S. Lewis |
| Company | President |
| York | Attest: Carl S. Wittmer |
| Pa. | Secretary |

| | |
|-----------------------|-------------------------|
| In presence of | John E. Baker (seal) |
| K. B. Wipple | Mary S. B. Baker (seal) |
| Salome Baker Stauffer | |

State of Pennsylvania :
County of York :SS

Before me, the subscriber, a Notary Public, in and for said County and State, personally appeared Ellis S. Lewis, the attorney named in the foregoing deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the deed to be the act of the said York Trust Company, trustee aforesaid

| | |
|---|-----------------------|
| Witness my hand and notarial seal this 22d day of July 1926 | |
| Lydia | Lydia Herman |
| Herman | Notary Public |
| Notary Public | My commission expires |
| York | March 7th 1929 |
| Pa. | |

State of Pennsylvania :
County of York :SS

Before me, the subscriber a Notary Public, in and for said County and State personally appeared John K. Baker and Mary S. B. Baker his wife, who acknowledged this Indenture to be their act and deed and desire that the same be recorded as such according to law

| | |
|--|---------------------------|
| Witness my hand and notarial seal this 19th day of July 1926 | |
| N. W. | N. R. Cusler |
| Cousler | Notary Public |
| Notary Public | My commission expires |
| York | January 20, 1930. |
| Pa. | Recorded July 23, 1926 |
| | Emory E. Saylor, Recorder |

5919

George G. Jones est. :
to

Know all men by these presents, that I, Mina B. Jones, of the city of York, Pennsylvania, widow of George G. Jones, who died May 13, 1926, leaving a will, dated December 29, 1924, duly admitted to probate by the Register of Wills of York County, Pennsylvania, and recorded in Will Book 3 K, Page 422, do hereby elect to take under the will of my late husband, and hereby accept the estates and interests therein devised and bequeathed to me, and forever relinquish my right as widow to take against the said will

In witness whereof, I have hereunto set my hand and seal the 22nd day of July 1926

| | |
|--------------------|----------------------|
| In the presence of | Mina B. Jones (seal) |
| Ruth E. Wolf | |

State of Pennsylvania :
County of York :SS

On the 22nd day of July 1926, before me, a Notary Public, in and for said County and State, personally appeared the above named Mina B. Jones, and acknowledged the above election to take under the will of George G. Jones, deceased, to be her act and deed and desired the same to be recorded as such according to law

| | |
|--|----------------------------|
| Witness my hand and notarial seal the day and year aforesaid | |
| Ruth | Ruth E. Wolf |
| E. Wolf | Notary Public |
| Notary Public | My commission expires |
| York | January 22, 1930 |
| Pa. | Recorded July 23, 1926 |
| | Emory E. Saylor, Recorder. |

238

6868
 Julia E. Martin :
 Bankrupt : In the District Court of the United States for the
 to : Division Middle District of Pennsylvania.
 Charles A. Way : In the matter of :
 Trustee : Julia E. Martin ; No. 4690 in Bankruptcy
 Bankrupt

At Scranton, Pennsylvania, in said district on the eleventh day of April A. D. 1924, before the Honorable Charles B. Witmer Judge of said Court in Bankruptcy, the petition of Julia E. Martin of the City of York, County of York and State of Pennsylvania, that she be adjudged a bankrupt, within the true intent and meaning of the Acts of Congress relating to bankruptcy, having been heard and duly considered, the said Julia E. Martin, is hereby declared and adjudged a bankrupt accordingly.

Witness the Honorable Charles B. Witmer, Judge of the said Court, and the seal thereof, at Scranton, Pennsylvania, in said district, on the eleventh day of April A. D. 1924

Seal of the U. S. District Court M. D. Penna.
 G. C. Scheuer Clerk
 By: B. W. Hafford Deputy Clerk

April 26, 1924, 10 A. M. First meeting of creditors held and Charles A. Way of York Penna., elected trustee by creditors, and ~~affidavit~~ approved by Referee. Bond of Trustee fixed in the sum of \$4000.00 Bond of Charles A. Way, of York, Penna., Trustee, with Michael S. Niles and John A. Hooper as sureties in the sum of \$4000.00 filed and approved by referee.

Certified from the record this 3rd day of June, 1926
 W. H. Kurtz
 Referee in Bankruptcy.

Filed and entered -----
 Recorded September 23, 1926
 Emory E. Saylor, Recorder.

6874
 William M. Boger et al. :
 to : This Indenture, made this 16th day of August A. D.
 City of York : 1926, by and between William V. Boger and Daisy M. Boger, his wife,
 : James A. Stahle and Emma W. Stahle, his wife, Ervin A. Terrence and
 : Estella May Terrence, his wife, Jacob W. Kinneaman and Mary Kinneaman his
 wife, Ralph K. Trimmer and Lillian Marie Trimmer, husband and wife, Emma
 J. Dempwolf and Charles W. Dempwolf, her husband, G. W. Test and Fannie E. Test, his wife, and
 Charles E. Smith and Emma Smith his wife, all of the City of York, Pennsylvania, parties of the
 first part and City of York, a Municipal Corporation of the Commonwealth of Pennsylvania, party
 of the second part, Witnesseth:

Whereas parties of the first part are seized and possessed of all the land abutting upon a certain private alley, fifteen feet in width, situate in the thirteenth ward of the city of York beginning at a point on the Northern line of Jefferson Street, (the western line of which alley is one hundred thirty five feet east of the eastern line of north Newberry Street) and extending thence northwardly to lands now or formerly of Arthur B. Farquhar estate, and

Whereas it is the desire of parties of the first part to grant to the City of York the right to erect, construct and maintain a Sanitary Sewer main and Sanitary Sewer Laterals together with the necessary manholes and appurtenances, in and under said alley, therefore

Know all men by these presents, that parties of the first part for and in consideration of the premises and the right and advantage to connect with said Sanitary Sewer main and laterals, respectively, as well for and in consideration of the sum of one dollar, lawful money of the United States to them in hand paid by the city of York, the receipt whereof is hereby acknowledged have granted, bargained, and sold and by these presents do grant, bargain, and sell unto the said city of York, its successors and assigns, the free and uninterrupted use, liberty and privilege to erect, construct, maintain, use, and enjoy, repair and cleanse a Sanitary Sewer Main and Sanitary Sewer Laterals, together with the necessary manholes and appurtenances, in, along, under and across the said alley herein before more fully described, together with the free and uninterrupted right and privilege of ingress, egress and regress, in, to or over, and under the said alley for the purpose of constructing, cleaning and repairing said main and laterals, manholes and appurtenances under and subject, nevertheless, to the legal duty imposed upon the City of York, its successors and assigns, to maintain, repair and keep clean the said main and laterals, manholes and appurtenances at the sole cost and expense of said city of York, its successors and assigns, to the end and purpose that the said parties of the first part, their heirs and assigns, shall be relieved from the duty of maintaining, repairing and keeping clean the same.

To have and to hold all and singular the privileges aforesaid to said city of York, its successors and assigns, to and for the only proper use and behoof of it, the said City of York, its successors and assigns forever

In witness whereof the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Sealed and delivered in the presence of ;

Vernice A. Stinger
 Vernice A. Stinger
 Vernice A. Stinger
 Vernice A. Stinger
 Vernice A. Stinger
 Vernice A. Stinger
 Vernice A. Stinger
 Ervin A. Ferrence
 Vernice A. Stinger
 Vernice A. Stinger
 Ralph K. Trimmer
 Ralph K. Trimmer
 Vernice A. Stinger
 Vernice A. Stinger
 Vernice A. Stinger
 Vernice A. Stinger
 Vernice A. Stinger
 Vernice A. Stinger

William M. Boger (seal)
 William V. Boger (seal)
 Daisy N. Boger (seal)
 James A. Stahle (seal)
 Emma W. Stahle (seal)
 Ervin A. Ferrence (seal)
 Estella Vay Ferrence (seal)
 Jacob W. Kinneman (seal)
 Mrs. Mary Kinneman (seal)
 Ralph K. Trimmer (seal)
 Lillian Marie Trimmer (seal)
 Emma J. Dempwolf (seal)
 Charles H. Dempwolf (seal)
 G. W. Teat (seal)
 Fannie E. Teat (seal)
 Charles E. Smith (seal)
 Emma Smith (seal)
 Jacob W. Kinneman (seal)
 George D. Hoke (seal)

State of Pennsylvania :
 County of York :SS

On this 16th day of August A. D. 1926, before me, the subscriber, a Notary Public, in and for said County and State personally came the above named William V. Boger and Daisy N. Boger, his wife, James A. Stahle and Emma W. Stahle, his wife, Ervin A. Ferrence and Estella Vay Ferrence his wife, Jacob W. Kinneman and Mary Kinneman his wife, Ralph K. Trimmer and Lillian Marie Trimmer, husband and wife, Emma J. Dempwolf and Charles H. Dempwolf, her husband, G. W. Teat and Fannie E. Teat, his wife and Charles E. Smith and Emma Smith his wife, who in due form of law acknowledged the foregoing indenture to be their act and deed and desired that the same might be recorded as such

Witness my hand and Notarial seal the day and year aforesaid

Vernice
 A. Stinger
 Notary Public
 York City
 Pa.

Vernice A. Stinger (seal)
 My commission expires
 March 6, 1927
 Recorded September 23, 1926
 Emory E. Saylor, Recorder

6875

York Trust Company :
 to :
 City of York :

Whereas, G. W. Teat and Fannie E. Teat, his wife, by indenture of mortgage dated April 17, 1926, recorded in the Recorder's Office at York Pa., in Mortgage Book 8 T, page 242, did grant in Mortgage to York Trust Company, Trustee to secure the sum of \$800.00 with interest, a certain lot of ground abutting in the private alley herein more fully described, and

Whereas, George H. Trimmer and Laura B., his wife, Ralph K. Trimmer, and Lillian Marie Trimmer, by indenture of mortgage, dated October 7, 1925, recorded in the Recorder's Office at York, Pa., in Mortgage Book 8 P, page 428, did grant in mortgage to York Trust Company, Trustee, to secure the sum of \$4500.00 with interest, a certain lot of ground (tract number two in said mortgage) abutting on the private alley herein more fully described, and

Whereas, the said mortgagors are desirous of having the easement, in the within indenture more fully described, relieved from the lien of said mortgages, therefore

Know all men by these presents, that the said York Trust Company, Trustee for and in consideration of the premises and of the sum of one dollar (\$1.00) to it in hand paid by the said mortgagors, the receipt whereof is hereby acknowledged, has covenanted, promised and agreed, and hereby does for itself its successors and assigns, covenant, promise and agree with the said mortgagors, their heirs and assigns, that no execution or other final process or proceeding in law, shall be had, levied taken or executed by it, its successors or assigns, by virtue of the said mortgages, or either of them, on, for or against the easement granted by the said mortgagors to the City of York, by the within indenture and by these presents does remise, release, and forever quit claim unto the said City of York its successors and assigns, the aforesaid easement; provided however, that nothing herein contained shall be construed so as to impair the operation of the said mortgages against the said mortgagors and their estates, other than the easement herein expressly mentioned and described

The York Trust Company, Trustee, does hereby constitute and appoint Ellis S. Lewis to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this release before any person having authority by the laws of the Commonwealth of Pennsylvania, to take such acknowledgment, to the intent that the same may be recorded

In witness whereof the said York Trust Company, has caused this indenture to be signed in its corporate name by its President and has caused to be affixed hereunto the common and corporate seal of the said corporation attested by its secretary this 20th day of August A. D. 1926

York
 Trust
 Company
 York
 Pa.

York Trust Company
 By: Ellis S. Lewis
 President
 Attest:
 Harry P. Kiesinger
 Asst. Secretary.

Appendix A-5.2 (ScottMadden)

650

nances, and also all manner of action, writ or writs of dower, or other actions and right to make distress whatsoever, so that neither I, or either of us, nor any other person or persons whatsoever for us or in our name, right or stead any manner of dower or writs of dower or actions, right or title of dower or other interest, claim or demand whatsoever of or in the said tract of land and premises mentioned or of or in any part or parcel thereof at any time hereafter shall or may have, a claim or prosecute against the said Catharine E. Thompson, her heirs and assigns.

In witness whereof, we have hereunto set our hands and seals this 29 day of May 1928.

Signed, sealed and delivered in the presence of:

| | |
|---------------|--------------------------------|
| R.R. Crimmins | Frank P. Hartman (Seal) |
| A. Mileron | Emory E. Taylor (Seal) |
| | Arthur Taylor (Seal) |
| | Hazel Taylor (Seal) |
| | Andrew W. Taylor (Seal) |
| | Guardian of Harry Taylor Minor |

State of Colorado, :
County of El Paso : SS:

On this 28th day of April 1928, before me, a Notary Public in and for said county and state, personally came the above named Frank P. Hartman who in due form of law acknowledged the foregoing Indenture and Release to be his act and deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

| | |
|--|--|
| Albert L. Pieper Notary Public El Paso Co. Col. | Albert L. Pieper Notary Public My Commission expires December 3rd 1927 |
|--|--|

State of Michigan, :
County of Manistee : SS:

On this 29 day of May 1928, before me, a Notary public in and for said county and state, personally came the above named Emory Taylor, Arthur Taylor and Hazel Taylor, who personally stated before me that they are of full age of twenty-one years, and who in due form of law acknowledged the foregoing Indenture of Release to be their act and deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

| | |
|---|---|
| R.R. Crimmins Notary Public Manistee Co. Mich. | R.R. Crimmins, Notary Public My Commission expires June 18, 1928 |
|---|---|

State of Michigan, :
County of Manistee : SS:

On this 29 day of May 1928, before me, a Notary Public in and for said county and state, personally came Andrew W. Taylor who did declare and state that he is the of Co. Mich. Guardian of Harry Taylor, who in due form of law acknowledged the foregoing Indenture of Release to be the act and deed of the said guardian and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

| | |
|--|---|
| R.R. Crimmins Notary Public Manistee Co Mich. | R.R. Crimmins, My Commission expires June 18, 1928 Recorded September 29, 1928 Emory E. Taylor, recorder |
|--|---|

6987

Ralph K. Trimmer et al. :
To :
York City :

Whereas, Ralph K. Trimmer and Lillie Marie Trimmer, his wife, are the owners of a certain lot of ground and the improvements thereon erected situated at the Northeast corner of Newberry Street and the first alley North of Jefferson Street, in the City of York Pennsylvania; and

Whereas, Ervin A. Ferrance is the owner of a certain lot of ground and the improvements thereon erected located at the South east corner of said Newberry Street and said Alley, in said City of York; and

Whereas, the City of York, a Municipal Corporation of the Commonwealth of Pennsylvania, has constructed a Sanitary Sewer main on a certain alley running from Jefferson Street, in said City, in a generally Northerly direction and parallel or substantially parallel to Newberry Street and being the first Alley East of said Newberry Street; and

Whereas, provision has been made for the connecting of the said two lots of ground with the said Sanitary Sewer through laterals of "Y's" provided by said City; and

Whereas, the said Ralph K. Trimmer and wife and Ervin A. Ferrance do not desire to connect

their respective properties with said Sanitary Sewer by the use of said laterals of "Y's" provided as aforesaid but desire to build a lateral sewer, hereinafter called Trimmer-Perrence lateral sewer, on and along said first mentioned alley connecting said lateral with said Sanitary Sewer and to tap the said lateral for the purpose of connecting their respective properties; and

Whereas, the said City of York has refused to permit the said Ralph K. Trimmer and wife and the said Ervin A. Perrence to connect their respective properties as aforesaid without their first executing and delivering this agreement.

Now, Therefore, this Agreement Witnesseth:

The said Ralph K. Trimmer and Lillie Marie Trimmer, in consideration of the premises, agree on behalf of themselves, their heirs and assigns, to and with the City of York that in case at any time the said Trimmer-Perrence lateral sewer is no longer used or usable for the purpose aforesaid they, the said Ralph K. Trimmer and Lillie Marie Trimmer, their heirs or assigns, the then owners of said property, will on request by the City of York connect their said property with said Sanitary Sewer by the use of the lateral or "Y" provided or to be provided by the City of York for said purpose.

The said Ervin A. Perrence, in consideration of the premises, agrees on behalf of himself, his heirs and assigns, to and with the City of York that in case at any time the said Trimmer-Perrence lateral sewer is no longer used or usable for the aforesaid purpose, he or they, the said Ervin A. Perrence, his heirs or assigns, the then owner or owners of said property, will on request by the City of York connect his or their said property with said Sanitary Sewer by use of the lateral or "Y" provided or to be provided by the City of York for said purpose.

In witness whereof, the said Ralph K. Trimmer and Lillie Marie Trimmer, his wife, and the said Ervin A. Perrence have hereto set their hands and seals this 28th day of September A.D. 1926.

Witness:

Erna G. Wolf
Frederick B. Garber

Ralph K. Trimmer (Seal)
Lillie Marie Trimmer (Seal)
Ervin A. Perrence (Seal)

State of Pennsylvania: ss:
County of York

Before me, the subscriber, a Notary Public in and for said State and County, personally appeared the above named Ralph K. Trimmer, Lillie Marie Trimmer, his wife, and Ervin A. Perrence, who in due form of law acknowledged the foregoing Agreement to be their act and deed, to the end that the same might be recorded as such.

Witness my hand and Notarial seal this 28th day of September A.D. 1926.

Erna G. Wolf, Notary Public
My Commission expires March 7, 1929
Recorded September 28th 1926
Emory E. Saylor, Recorder

Erna G. Wolf
Notary Public
York, Pa.

18962

Henry W. Shaffner Est. : Whereas, Harvey E. Shaffner, Administrator of the estate of Henry W. Shaffner, late of Conewago Township, York County Pa. deceased, has prepared and is about to file in the Register of Wills' office of said County, his first and final account of his administration of said estate, which account was prepared in the presence of the within named witnesses, all of whom examined said account and are satisfied that the same is true and correct, which account shows a net balance for distribution among those entitled to receive the same, of ten thousand one hundred fifty-four dollars forty-seven cents, (\$10,154.47).

And whereas, the said Henry W. Shaffner left to survive him a widow, xxxxxxxx Kate C. Shaffner, and the following named children, to-wit, Harvey E. Shaffner, Cora L. Reardon, Mary K. Sipe and Lizzie M. Neiman, who are entitled to receive the balance on said account, one-third thereof going to said widow, and the balance in equal shares between said children.

AND WHEREAS, said parties are willing and do hereby give the confirmation of said account by the Orphans' Court of said County and are willing to accept the hereinafter named sums in full for their respective distributive shares.

NOW WHEREFORE KNOWN ALL MEN BY THESE PRESENTS, that I, Kate C. Shaffner, do hereby acknowledge that I have this day had and received of and from Harvey E. Shaffner, Administrator, the just and full sum of thirty-three hundred eighty-four dollars eighty-two cents (\$3384.82) and we, Cora L. Reardon, Mary K. Sipe and Lizzie M. Neiman, do hereby acknowledge that we have this day had and received of and from said Harvey E. Shaffner, Administrator, the just and full sum of sixteen hundred ninety-two dollars forty-one cents (\$1692.41) all of which several sums we and each of us acknowledge to be in full satisfaction and payment to us and each of us for and on account of our full distributive shares owing and coming to us out of the estate of said Henry W. Shaffner, deceased, and therefore, we and each of us do by these presents do remise, release, quit-claim and forever discharge the said Harvey E. Shaffner of and from all further accounts, payments, claims or demands for or by reason thereof.

In witness whereof, we have hereto set our hands and seals this September 28, 1926.

Signed, sealed and delivered in the presence of:

Harvey A. Gross
Emily C. Hanigan

Kate C. Shaffner (Seal)
Cora L. Reardon (Seal)
Mary K. Sipe (Seal)
Lizzie M. Neiman (Seal)

Appendix A-5.2 (ScottMadden)

9628

10251

10251. Whereas, Grier Hersh, of York Pennsylvania, is the owner of a piece
Grier Hersh, or parcel of real estate, located in the City of York, Pennsylvania
to at the Northeast corner of South George Street, and Rathton Road,
City of York, which tract of land extends Eastwardly to South Duke Street.

Know All Men by these Presents, that the undersigned the said Grier Hersh, and Helen M. Hersh, his wife, in consideration of the sum of One Dollar, paid to the undersigned, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain sell, release, convey and confirm unto the City of York its successors and assigns, the right and privilege to construct, maintain, operate and use in, on and across the said piece or parcel of land on a twenty feet right of way hereinafter described a storm water sewer including manholes and other appurtenances, and sanitary sewer including manholes and other appurtenances, which sewers shall be located on the twenty feet right of way strip shown on blue print attached hereto, marked Exhibit A. and made a part hereof. The center line of said right of way strip as shown on said Exhibit A. starts at the Western end thereof as indicated on said drawing and extends thence as shown on said drawing North fifty five (55) degrees thirty seven (37) minutes East, a distance of two hundred eighty three and sixty four one hundredths (283.64) feet to a point, and thence extends North fifty one (51) degrees Nine teen (19) minutes East, two hundred eighty and twenty one one hundredths (280.21) feet to the Eastern end thereof at the Western side of South Duke Street, The side lines of said right of way are each parallel to and ten feet distant from said center line.

Together with the right and privilege to repair, renew and reconstruct the same and together with the right and privilege of free and uninterrupted access thereto at any and all times for each and every of the purposes in this instrument mentioned, including with workmen, tools, machinery and appliances.

To Have and to hold the rights and privileges hereby granted unto the said City of York its successors and assigns, to and for the only proper use of the City of York its successors, and assigns forever.

In Witness Whereof, the undersigned, have hereunto set their hands and seals this 9th day of July, A.D.1931,

Witness: Grier Hersh (Seal)
Erma B. Wolf, Helen M. Hersh, (Seal)

State of Pennsylvania,)
)SS.
County of York)

Before me, the subscriber, a Notary Public in and for said State and County personally appeared Grier Hersh, and Helen M. Hersh his wife who in due form of law acknowledged the foregoing Instrument to be their act and deed, to the end that the same might be recorded as such.

Witness my hand and Notarial seal this 9th day of July, A.D.1931.

Erma G. Wolf, Notary Public
My Commission Expires March 7th, 1933,
Recorded July 10, 1931,
John W. Young, Recorder.
The undersigned agent for the grantee named in the Deed to which this certificate is attached and made part on behalf of said grantee, certified that said grantees, precise residence is 25 S. Duke St., York Pa.,
July 10, 1931, Frederick B. Gerber, City Solicitor.

Appendix A-5.2 (ScottMadden)

36

Ruff personally known to me to be the parties who executed the foregoing instrument, who acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein stated, and in order that the same might be recorded as such.

Witness my hand and notarial seal this fourth day of January 1932.
Harvie L. Stubbs Notary Public
My Commission expires March 5, 1933

Harvie L. Stubbs
Notary Public
Delta Pa.

State of Pennsylvania:
County of Philadelphia: ss.

I, Daniel C. Thompson, a Notary Public in and for said County and State, do hereby certify that R. D. Leonard personally known to me to be the same person whose name is subscribed to the foregoing instrument as Vice President of The Atlantic Refining Company, a corporation, appeared before me this day in person, and acknowledged that he signed, sealed, executed and delivered said instrument as the act and deed of said corporation pursuant to the authorization of the Board of Directors of said corporation.

Witness my hand and notarial seal this 25th day of January 1932.
Daniel C. Thompson Notary Public
Com. expires March 7, 1933

Daniel C.
Thompson
Notary Public
Phila. Co.
Pa.

Recorded January 27, 1932
John W. Young, Recorder

Owner Consent

C. R. Ruff : The undersigned, owner of the premises described in the
To : above lease, hereby consents thereto, and agrees with The Atlantic Refining Company that it may install upon said premises such additional equipment as it may deem necessary, and that it may enter upon said premises and remove therefrom any and all pumps, tanks, connections, improvements, and equipment placed thereon by it, at any time within 15 days after the expiration of the then current term of Lessor's lease of said premises. The undersigned further agrees that should the tenant (lessor or in the foregoing agreement), make default in the payment of rent reserved in the lease with the undersigned, then, and in that event, the owner shall give notice in writing to The Atlantic Refining Company of such default, and agrees that said The Atlantic Refining Company, may, at its option, pay such rental to the undersigned and thereby become subrogated and succeed to all the rights and privileges of the Lessee under said lease agreement.

Witness:

B. R. Fleck

C. R. Ruff

State of Pennsylvania:
County of York : ss.

Personally appeared before me, a Notary Public in and for said County and State, Chester R. Ruff personally known to me to be the parties who executed the foregoing Owner Consent who acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein stated, and in order that the same might be recorded as such.

Witness my hand and notarial seal this fourth day of January 1932.
Harvie L. Stubbs Notary Public
My Commission expires March 5, 1933

Harvie L.
Stubbs
Notary Public
Delta Pa.

Recorded January 27, 1932
John W. Young, Recorder

13327

The York County Poor District : Know all men by these Presents, That York County Poor
To : District, for value received, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York,

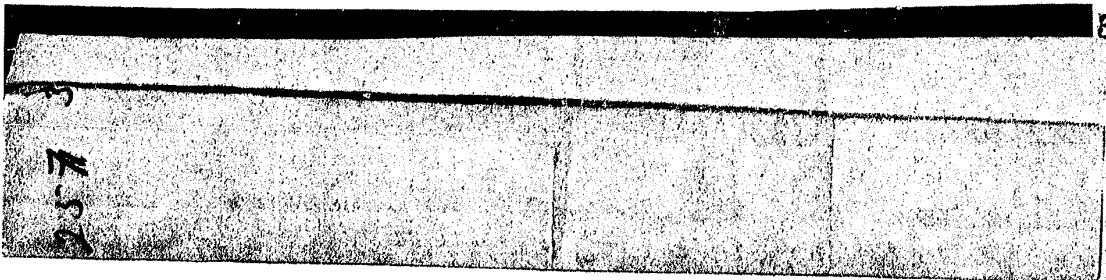
a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the York County Poor District a sewer, including manholes and other appurtenances, which sewer shall be located on the sixteen foot strip of land marked in red on the Plan hereto attached, together with the right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

To have and to hold the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

In Witness whereof, said York County Poor District has caused this instrument to be duly signed and sealed this 28th day of March, A.D. 1931.

York County
Poor District
York, Pa.

York County Poor District,
By C. E. Frey (Seal)
B. F. Drumming (Seal)
H. S. Fulton (Seal)
Directors



State of Pennsylvania:
County of York : ss:

On the 28th day of March, A.D.1931, before me, the subscriber, an Alderman in and for said State and County, personally appeared C.E.Frey, B.F.Crumbling and H.S.Fulton, Directors of said York County Poor District, who being duly affirmed according to law say that they were personally present at the execution of the foregoing Instrument and saw the common or corporate seal of said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Instrument was duly sealed and delivered by them as Directors of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, and that the names of these deponents as Directors of said corporation, subscribed to said Instrument in attestation of its due execution and delivery, are of their and each of their respective handwritings.

C. E. Frey
B. F. Crumling
H. S. Fulton

Affirmed and subscribed before me the day and year aforesaid.
Witness my hand and Aldermanic seal.

Chas. A. Cameron
Alderman
York, Pa.

Chas. A. Cameron Alderman
My Commission expires First Monday in January 1933

The undersigned, agent for the grantee named in the deed to which this certificate is attached and made part, on behalf of said grantee, certifies that said grantee's precise residence is 25 South Duke Street, York, Pennsylvania.

Frederick J. Gerber
City Solicitor

Recorded January 27, 1932
John W. Young, Recorder

13658 : This Indenture Made the twenty fifth day of January in the year of our Lord
Minnie K. Hoke : one thousand nine hundred and thirty two.
to : Between Minnie K. Hoke, of the City of York in the County of York and State of
Jacob M. Hoke : Pennsylvania, widow, party of the first part, and Jacob M. Hoke, of the City
County and State aforesaid party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of Two hundred eighty nine and 22/100 (\$289.22) Dollars lawful money of the United States of America unto her well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents, doth grant, bargain sell, alien enfeoff, release, convey and confirm unto the said party of the second part, his heirs and assigns All the undivided one fourth interest, in fee of and in a tract of woodland situate in West Manchester Township, York County Pennsylvania, bounded limited and described as follows, to wit: Beginning at a post at a corner of land, formerly of Daniel Glatfelter, Now of the heirs of John W. Bupp, deceased, and land of Albert Sprengle; thence by land of the said Albert Sprengle and land of Zach Lauer and the School District, of West Manchester Township, South fifty five degrees West, six hundred forty-five and eight tenths feet to a point in the center of a public road; thence in and along said public road and other woodland of the parties hereto North five degrees East, three hundred forty seven and five tenths feet to a point; thence in and along said public road and said woodland North twenty five and five eighths degrees West, four hundred eighty six and five tenths feet to a point; thence in and along said public road and said woodland North thirteen and seven eighths degrees West, one thousand twenty nine and six tenths feet to a point; thence by land formerly of Daniel Glatfelter, now of the heirs of John W. Bupp, deceased, south thirty four and one half degrees East one thousand seven hundred eleven feet to a post, the place of Beginning. Containing eleven acres and ninety one perches, neat measure.

It being a part of the same premises which Martin Hoke, by his deed dated the 1st day of July A.D.1885, and recorded in the office for the recording of Deeds in and for York County in Deed Book 7 M, page 219, granted and conveyed unto Mary Ann Smysler, her heirs and assigns; and a part of the same premises of which the said Mary Ann Smysler, widow, died seized, intestate, leaving to survive her, as her only heirs three brothers, Peter A. Hoke Jacob M. Hoke and William E. Hoke, in whom the said real estate vested under the intestate laws of Pennsylvania, and of which the said William E. Hoke, singleman, died seized of a one third interest therein, in fee, intestate, leaving to survive him as his only heirs two brothers Peter A. Hoke and Jacob M. Hoke, in whom the one third interest of the said William E. Hoke vested under the intestate laws of Pennsylvania, and a part of the same premises of which the said Peter A. Hoke died seized of a one half interest, in fee, leaving a last will and testament since his death duly probated

16126
 Annie M. Menough Al S. Bond, William S. Bond, her husband, William F. Loucks and M. Alice Loucks,
 To his wife, of York, York County, Pennsylvania, for value received, the receipt
 City of York : whereof is hereby acknowledged, do by these presents grant, bargain, sell, re-
 lease, convey and confirm unto the City of York, a municipal corporation of the
 Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and
 privilege to construct, maintain, operate and use in, on and across the property
 of the said Annie M. Menough, Sallie S. Bond and William F. Loucks, located in the Fourteenth Ward of
 the City of York, Pennsylvania, a sanitary sewer, including manholes and other appurtenances, which
 sewer shall be located on the twenty foot strip of land marked in red on the Plan hereto attached, to-
 gether with the right and privilege to repair, renew and reconstruct the said sewer, including man-
 holes and other appurtenances, and together with the right and privilege of free and uninterrupted
 access to said strip of land at any and all times for each and every of said purposes of construction,
 maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, mach-
 inery and appliances.

To have and to hold the rights and privileges hereby granted unto the City of York, its
 successors and assigns, to and for the only proper use of the City of York, its successors and assigns,
 forever.

It is hereby stipulated and conditioned that the City of York by the acceptance of this in-
 strument thereby agrees to replace the material which may be excavated in the course of the exercise of
 any of the rights hereby granted on the same level as before the ditch of the sewer was opened, and
 also to repair any damage that may occur to the property traversed by the sewer in the course of the
 exercise of any of the rights hereby granted.

In witness whereof, the said Annie M. Menough, widow, Sallie S. Bond, William S. Bond, her
 husband, William F. Loucks and M. Alice Loucks, his wife, have hereunto set their hands and seals
 this 22nd day of April, A.D. 1932.

Witness:

W. S. Bond for
 Urban S. Bond
 Urban S. Bond
 Margaret Loucks
 Urban S. Bond
 State of Pennsylvania

Luther D. Menough Attorney
 Annie M. Menough (Seal)
 Sallie S. Bond (Seal)
 William S. Bond (Seal)
 William F. Loucks (Seal)
 M. Alice Loucks (Seal)

SS

County of York

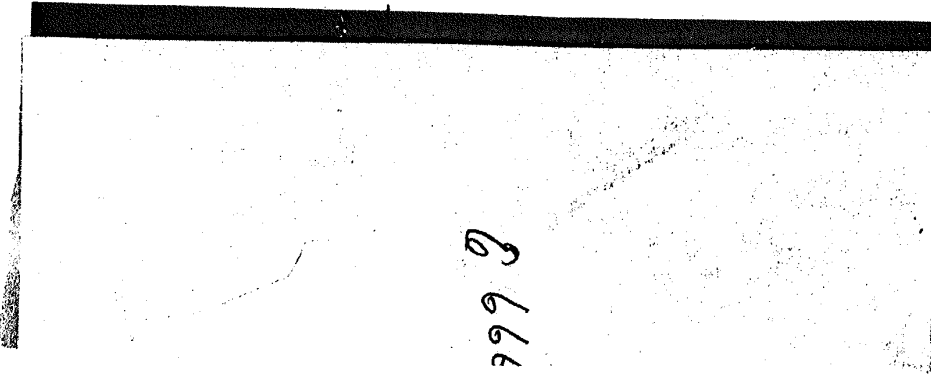
Before me, the subscriber, a Notary Public in and for said State and County, Personally
 appeared Annie M. Menough, widow, Sallie S. Bond, William S. Bond, her husband, William F. Loucks and
 M. Alice Loucks, his wife, who in due form of law acknowledged the foregoing instrument to be their
 act and deed, to the end that the same might be recorded as such.

Witness my hand and Notarial seal this 22nd day of April, A.D. 1932.

Urban S. Bond
 Notary Public
 York County, Pa.

Urban S. Bond
 Notary Public
 My commission expires February 19th, 1933

Recorded May 6, 1932
 John W. Young, Recorder



15127 : Know all men by these presents, That Frederick Carl Boesch,
 A. Henry Boesch Est. : Executor of A. Henry Boesch, deceased, for and in consideration of
 Te : the sum of One Hundred Dollars (\$100.00) unto him well and truly
 City of York : paid by the City of York, hereinafter named, the receipt whereof is
 hereby acknowledged, does by these presents grant, bargain, sell, re-
 lease, convey and confirm unto the City of York, a municipal cor-
 poration of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty
 and privilege to construct, maintain, operate and use in, on and across the property of
 the estate of the said A. Henry Boesch, deceased, located in the City of York, Pennsylvania,
 a sanitary sewer, including manholes and other appurtenances, which sewer shall be located
 on the twenty foot strip of land marked in red on the Plan hereto attached, together with
 the right and privilege to repair, renew and reconstruct the said sewer, including manholes
 and other appurtenances, and together with the right and privilege of free and uninterrupted
 access to said strip of land at any and all times for each and every of said purposes of
 construction, maintenance, operation, use, repair, renewal and reconstruction, including
 with workmen, tools, machinery and appliances.

To have and to hold the rights and privileges hereby granted unto the City of
 York, its successors and assigns, to and for the only proper use of the City of York, its
 successors and assigns, forever.

It is hereby expressly stipulated and conditioned that in the event a public
 street shall be opened or laid out by the City of York over the land traversed by said
 sanitary sewer that the said sum of One Hundred Dollars (\$100.00) shall be deducted from
 any damage to which the estate of A. Henry Boesch or its assigns may be entitled to receive
 by reason of such opening or laying out of street as aforesaid.

In witness whereof, the said Frederick Carl Boesch, Executor as aforesaid, has
 hereunto set his hand and seal this 4th day of May, A.D. 1932.

Witness: Frederick Carl Boesch (Seal)
 Franklin M. Beecher Executor of A. Henry Boesch, deceased.

State of Pennsylvania
 SS
 County of York

Before me, the subscriber, a Notary Public in and for said State and County,
 personally appeared Frederick Carl Boesch, Executor of A. Henry Boesch, deceased, who in
 due form of law acknowledged the foregoing Instrument to be his act and deed, to the end
 that the same might be recorded as such.

Witness my hand and Notarial seal this 4th day of May, A.D. 1932.

Franklin M. Beecher
 Notary Public
 York, Pa.

Franklin M. Beecher
 Notary Public
 My commission expires March 6, 1935

Recorded May 6, 1932
 John W. Young, Recorder

Appendix A-5.2 (ScottMadden)

16173
 Community Swimming Ass'n : Know all men by these presents; That the Community swimming
 To : Association, Incorporated, for value received, the receipt whereof is here-
 City of York : by acknowledged, does by these presents grant, bargain, sell, release, con-
 : vey and confirm unto the City of York a municipal corporation of the Common-
 : wealth of Pennsylvania, it s successors and assigns, the right, liberty and
 : privilege to construct, maintain, operate and use in, on and across the
 : property of the said The Community Swimming Association, Incorporated,
 located in the City of York, Pennsylvania, a sanitary sewer, including manholes and other appurtenances,
 which sewer shall be located on the twenty foot strip of land marked in red on the Plan hereto attached,
 together with the right and privilege to repair, renew and reconstruct the said sewer, including man-
 holes and other appurtenances, and together with the right and privilege of free and uninterrupted
 access to said strip of land at any and all times for each and every of said purposes of construction,
 maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools,
 machinery and appliances.

To have and to hold the rights and privileges hereby granted unto the City of York, its
 successors and assigns, to and for the only proper use of the City of York, its successors and assigns,
 forever.

This Instrument is executed and delivered pursuant to due and legal corporate action taken by
 the said The Community Swimming Association, Incorporated.

In witness whereof, said The Community swimming Association, Incorporated, has caused this
 Instrument to be signed by its President and its corporate seal to be hereunto affixed, duly attested
 by its Secretary, this 29th day of April, A.D. 1932.

Attest: Charles J. Helb
 Secretary

The Community Swimming Association Incorporated,
 By Samuel K. McCall, President



State of Pennsylvania
 SS
 County of York

On this 29th day of April, A.D. 1932, before me, the subscriber, a Notary Public in and for
 said State and County, Personally appeared Samuel K. McCall, President of the said The Community
 Swimming Association, Incorporated, who being duly affirmed according to law, says that he was
 personally present at the execution of the foregoing Instrument, and saw the common or corporate seal
 of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or cor-
 porate seal of the said corporation; that the said Instrument was duly sealed and delivered by him
 as President of the said corporation, as and for the act and deed of the said corporation, for the uses
 and purposes therein mentioned, and that the names of this deponent as President and of Charles J. Helb
 as Secretary of the said corporation, subscribed to the said Instrument in attestation of its due
 execution and delivery, are of their and each of their respective handwritings.

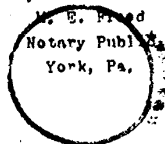
Affirmed and subscribed before me the day and year aforesaid.

Samuel K. McCall

Witness my hand and Notarial seal.

M. E. Freed
 Notary Public

My commission expires March 6, 1935



Know all men by these presents, That The Guardian Trust Company of York, Pa., mortgagee in
 that certain mortgage bearing date August 13, 1927 and recorded on August 17, 1927 in the Recorder's
 Office of York County; Pennsylvania, in whose office it appears of record in Mortgage Book 8 X, page
 464, and plaintiff in that certain judgment entered on April 6, 1929 in the Court of Common Pleas of

Appendix A-5.2 (ScottMadden)

Witness my hand and Notarial seal the day and year aforesaid.

J.H. Bartenschlager
Notary Public
Stewartstown
Pa.

J.H. Bartenschlager (Seal) Notary Public

My Commission expires April 6th 1937

Recorded August 9, 1933

John W. Young, Recorder

21265 : KNOW ALL MEN BY THESE PRESENTS, That Norard Hosiery Mills
Norard Hosiery Mills Inc. : Inc., for value received, the receipt whereof is hereby ac-
To : knowledged, does by these presents grant, bargain, sell, re-
City of York : lease, convey and confirm unto the City of York, a municipal
corporation of the Commonwealth of Pennsylvania, its successors
and assigns, the right, liberty and privilege to construct, maintain, operate and use in,
on and across the property of the said Norard Hosiery Mills Inc., located in the City of
York, Pennsylvania, a sewer, including manholes and other appurtenances, which sewer shall be
located on the sixteen (16) foot wide strip of land marked in red on Plan hereto attached,
together with the right and privilege to repair, renew and reconstruct the said sewer, includ-
ing manholes and other appurtenances, and together with the right and privilege of free and
uninterrupted access to said strip of land at any and all times for each and every of said
purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, in-
cluding with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York,
its successors and assigns, to and for the only proper use of the City of York, its success-
ors and assigns, forever.

This instrument has been executed and delivered pursuant to due and legal authority grant-
ed by action duly taken by the proper corporate authorities of the undersigned Company.

IN WITNESS WHEREOF, said Norard Hosiery Mills Inc. has caused this Instrument to be signed
by its President and its corporate seal to be hereunto affixed, duly attested by its Secre-
tary, this 4 day of August A.D. 1933.

Attest: Arthur H. Goodman Secretary
Norard Hosiery Mills Inc.
New York
Norard Hosiery Mills Inc.,
By Isaac Hiller President

STATE OF NEW YORK :
COUNTY OF NEW YORK :

BE IT REMEMBERED that on the 4 day of August, A.D. 1933, before me, a
Notary Public commissioned for State of New York, County of New York, personally appeared
Isaac Hiller President of Norard Hosiery Mills Inc., who being duly sworn, deposed and said
that he was personally present at the execution of the foregoing Instrument and saw the
common seal of the said Norard Hosiery Mills Inc. duly affixed thereto; that the seal so affix-
ed is the common and corporate seal of the said Norard Hosiery Mills Inc; that the aforesaid
Instrument was duly signed, sealed and delivered by, and as and for the act and deed of the
said Norard Hosiery Mills Inc., for the uses and purposes therein mentioned; and that the
name of this deponent subscribed to the aforesaid Instrument as President of the said Norard
Hosiery Mills Inc., in attestation of the due execution and delivery of the same is in this
deponent's own proper handwriting.

Isaac Hiller

Sworn and subscribed before me the day and year aforesaid.

Witness my hand and seal.

Oscar B. Rost Notary Public Bronx Co. No. 78 Reg No. 14-R-35
Cert. filed in N.Y. Co. No. 407, Reg No. 5-R-237

Philip B.
Gross
Notary Public
York, Pa.

Philip B. Gross Notary Public
My Commission expires March 18, 1937
Recorded December 21, 1933
John W. Young, Recorder

22898 : WHEREAS, the City of York is about to build a reinforced concrete
Agnes Kehm vir : sewer from a point at the Eastern side of Roosevelt Avenue, in the
To : City of York, Pennsylvania, which sewer runs thence in a generally
City of York : Northeasterly course to Willis Run; location of which proposed sewer
is shown on the blue print attached hereto and made a part hereof;
the purpose of which sewer is draining of water from said Roosevelt Avenue and such other
territory as in the future the City may desire to drain through such sewer.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Agnes Kehm and Charles W. Kehm,
her husband, of the City of York, Pennsylvania, in consideration of the sum of One Dollar
(\$1.00) and other good and valuable considerations paid to the undersigned, the receipt
whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey
and confirm unto the City of York, its successors and assigns, the right and privilege to
construct, maintain, operate and use in, on and across the land of the said Agnes Kehm a
reinforced concrete sewer, including manholes and other appurtenances, which sewer shall
follow the course substantially as shown on the attached blue print, together with the right
and privilege to repair, remove and reconstruct the same and together with the right and priv-
ilege of free and uninterrupted access thereto at any and all times for each and every of
said purposes, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the said City of York,
its successors and assigns, to and for the only proper use of the City of York, its succes-
sors and assigns, forever. Provided, however, if the said Agnes Kehm, her heirs, executors,
administrators or assigns, shall be sued for any matter or thing growing out of the construc-
tion, maintenance, operation or use of said reinforced concrete sewer, including manholes
and other appurtenances, that the City of York, its successors and assigns, shall and will
indemnify and save harmless the persons so sued against any and all loss, costs and damage
sustained in or by reason of such suit; and provided further that the City of York will
indemnify the said Agnes Kehm, her heirs, executors, administrators or assigns, for any dam-
age which may be suffered by her shrubbery or lawn in connection with the construction of
said sewer or any subsequent repair thereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 15th
day of December, A.D. 1933.

Witness:

Myrtus E. Mickley Olp

Agnes Kehm (Seal)

Charles W. Kehm (Seal)

STATE OF PENNSYLVANIA:
SS:
COUNTY OF YORK

Before me, the subscriber, a Notary Public commissioned for the
City of York, York County, Pennsylvania, personally appeared the above named Agnes Kehm
and Charles W. Kehm, her husband, who in due form of law acknowledged the foregoing Grant to
be their act and deed, to the end that the same might be recorded as such.

WITNESS My hand and Notarial seal this 15th day of December A.D. 1933.

Appendix A-5.2 (ScottMadden)

Myrtus E.
Mickley Olp
Notary Public
York, Pa.

Myrtus E. Mickley Olp Notary Public
My Commission expires March 9, 1935
Recorded December 21, 1933
John W. Young, Recorder

22899 : WHEREAS, the City of York is about to build a reinforced con-
Sallie S. Bond al : crete sewer from a point at the Eastern side of Roosevelt Avenue, in
To : the City of York, Pennsylvania, which sewer runs thence in a gener-
City of York : ally Northeasterly course to Willis Run; location of which proposed
sewer is shown on blue print attached hereto and made apart hereof;
the purpose of which sewer is draining of water from said Roosevelt Avenue and such other
territory as in the future the City may desire to drain through such sewer.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Sallie S. Bond, W.S. Bond, her
husband, Luther D. Menough, Violet Menough, his wife, William F. Loucks and M. Alice Loucks,
his wife, of the City of York, Pennsylvania, in consideration of the sum of One Dollars (\$1.00)
and other good and valuable consideration paid to the undersigned, the receipt whereof is
hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm
unto the City of York, its successors and assigns, the right and privilege to construct, main-
tain, operate and use in, on and across the land of the said Sallie S. Bond, Luther D. Menough
and William F. Loucks a reinforced concrete sewer, including manholes and other appurtenances,
which sewer shall follow the course substantially as shown on the attached blue print, to-
gether with the right and privilege to repair, remove and reconstruct the same and together
with the right and privilege of free and uninterrupted access thereto at any and all times
for each and every of said purposes, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the said City of York,
its successors and assigns, to and for the only proper use of the City of York, its success-
ors and assigns, forever. Provided, however, if the said Sallie S. Bond, Luther D. Menough and
William F. Loucks, their heirs, executors, administrators or assigns, shall be sued for any
matter or thing growing out of the construction, maintenance, operation or use of said rein-
forced concrete sewer, including manholes and other appurtenances, that the City of York, its
successors and assigns, shall and will indemnify and save harmless the persons so sued against
any and all loss, costs and damage sustained in or by reason of such suit.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 14th
day of December, A. D. 1933.

Witness:

W.S. Bond

Sallie S. Bond

Violet Menough

L.D. Menough

Margaret Loucks

Wm. F. Loucks

Sallie S. Bond (Seal)

W.S. Bond (Seal)

Luther D. Menough (Seal)

Violet Menough (Seal)

William F. Loucks (Seal)

M. Alice Loucks (Seal)

STATE OF PENNSYLVANIA:

COUNTY OF YORK

ss;

Before me, the subscriber, a Notary Public commissioned for the City

Appendix A-5.2 (ScottMadden)

of York, York County, Pennsylvania, personally appeared Sallie S. Bond, W.S. Bond, her husband, Luther D. Menough, Violet Menough, his wife, William F. Loucks and M. Alice Loucks, his wife, who in due form of law acknowledged the foregoing Grant to be their act and deed, to the end that the same might be recorded as such.

WITNESS my hand and Notarial seal this 14th day of December, A.D. 1933.

Urban S. Bond
Notary Public
York, Pa.

Urban S. Bond Notary Public
My Commission expires February 19th 1937
Recorded December 21, 1933
John W. Young, Recorder

22903 DISTRICT COURT OF THE UNITED STATES MIDDLE DISTRICT OF PENNSYLVANIA.

DIVISION

IN THE MATTER OF)
Walter E. Henry,) No. 8543 IN BANKRUPTCY.
Bankrupt.)

At Scranton, Pa., in said District, on the 21st day of November A.D. 1933, before the Honorable the Judges of said Court in Bankruptcy, the petition of Walter E. Henry of the Borough of Lewistown, Mifflin County, Penna. that he be adjudged a bankrupt, within the true intent and meaning of the acts of Congress relating to bankruptcy, having been heard and duly considered, the said Walter E. Henry is hereby declared and adjudged a bankrupt accordingly.

WITNESS the Honorable the Judges of the said Court, and the seal thereof, at Scranton, Pennsylvania, in said District, on the 21st day of November A.D. 1933.

S.W. Hofford, Clerk

Official

By E.L. Hill Deputy Clerk

Seal

Recorded December 22, 1933

John W. Young, Recorder

22904 : IN THE DISTRICT COURT OF THE UNITED STATES
Walter E. Henry Bankrupt : FOR THE MIDDLE DISTRICT OF PENNSYLVANIA.

To :
J.F. Morgan Trustee, : IN THE MATTER OF)
Walter E. Henry,) In Bankruptcy. No. 8543.
Bankrupt.)

At a Court of Bankruptcy, held in and for the Middle District of Pennsylvania, at Huntingdon, Pennsylvania, this 9th day of December, A.D. 1933.

Before H.L. Henderson, Referee in Bankruptcy.

The petition for the adjudication of the above named bankrupt(s) having been filed therein on the 21st day of November, 1933, and he (it) (they) having been duly adjudicated bankrupt on November 21st, 1933, and J.F. Morgan, of Lewistown, Mifflin County, Pa., and in said District, having been duly appointed Trustee of the estate of the above-named Bankrupt (s) on the 2nd. day of December, 1933, and he having accepted said trust and given a bond with sureties for the faithful performance of his official duties, in the amount fixed by the order of the Court, to wit in the sum of One Thousand Dollars now, on motion of Esq.,

party of the first part and her heirs, and against all and every other person or persons whomsoever lawfully claiming, or to claim the same or any part thereof, shall and will warrant and forever defend.

IN WITNESS WHEREOF, the said party of the first part has to these presents set her hand and seal. Dated the day and year first above written.

Sealed and Delivered in the Presence of

Donald H. Yost

Kate Deitz (Seal)

Jacob E. Weaver

Received the day of the date of the above Indenture of the above named William Claud McDaniel and Minnie V. McDaniel, his wife, parties of the first part the sum of Seven hundred and fifty (\$750.00) Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness:

Donald H. Yost

Kate Deitz

Jacob E. Weaver

State of Pennsylvania,)
County of York) ss.

On this eleventh day of May A. D. 1936, before me, the subscriber, a Notary Public in and for said County and State, personally came the above named Kate Deitz (widow) who in due form of law acknowledged the foregoing Indenture to be her act and deed, and desired that the same might be recorded as such.

Witness my hand and notarial seal, the day and year aforesaid.

Jacob E. Weaver, Notary Public (Seal)

Jacob E.
Weaver

My Commission expires Jan. 22, 1937.

Notary Public
3 E. Market
St. York,
Pa.

I do hereby certify that the precise residence of the within named grantees is York Township, York County, Pennsylvania.

May 11, 1936.

S. S. Luuks, Attorney for Grantees.

Recorded May 11, 1936 - Howard M. Rohrbaugh, Recorder.

12932.

York Hospital : \$1. THIS INDENTURE, Made the first day of April, in
to : St. Rev. 4/1/36 the year of our Lord one thousand nine hundred and
City of York : York thirty-six (1936),
City of York : Hospit.

Between York Hospital, a Pennsylvania corporation, Grantor, and the City of York, a municipal corporation of the Commonwealth of Pennsylvania, Grantee.

WHEREAS, York Hospital has built a sanitary sewer running from its land formerly located adjacent to the City of York but now in the City of York, Pennsylvania, Southwardly and connecting the same to the Sanitary Sewerage System of the City of York at a point at or near the intersection of Cottage Place and Penn Street, in the City of York, Pennsylvania; and

WHEREAS, the City of York has purchased all the estate, right, title and interest of the said York Hospital in and to said sewer and in and to the right of way in and through which the same is built, see Ordinance of the City of York, Bill No. 19, Session 1931; and

WHEREAS, the purchase price of the said purchase, to wit, Twenty-two Thousand Two Hundred Sixty-one Dollars and fifty-four cents (\$22,261.54), has been fully paid by the City of York to York Hospital and it is the desire of York Hospital by this deed to convey all its estate, right, title and interest in and to said sewer and said right of way to the City of York.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the York Hospital for and in consideration as aforesaid does hereby grant and convey unto the City of York all the estate, right, title and interest of the said York Hospital in and to the said sanitary sewer and in and to the right of way in and through which the same is built. As to said right of way reference is made to the following recited four instruments:

Deed of Percival Ferquhar, et al. to York Hospital dated October 12, 1929 and recorded in the Recorder's Office of York County, Pennsylvania, in Deed Book 24 O, page 652; deed of George E. Neff, et ux. to York Hospital dated November 7, 1929 and recorded in the Recorder's Office aforesaid in Deed Book 24 O, page 653; deed of William H. Kurtz, et al. to York Hospital dated January 8, 1930 and recorded in the Recorder's Office aforesaid in Deed Book 24 O, page 654, and deed of David M. Myers, et al. Executors of William A. Myers, deceased, to York Hospital dated November 20, 1929 and recorded in the Recorder's Office aforesaid in Deed Book 24 O, page 654.

AND, the said Grantor does hereby covenant and agree to and with the said Grantee, that it, the said Grantor, its successors and assigns, shall and will specially warrant and forever defend the herein above described estate, right, title and interest in and to said sewer and said right of way, with the hereditaments and appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

AND the said York Hospital, Grantor, does hereby constitute and appoint Charles M. Kerr to be its attorney for it, and in its name and as and for its corporate act and deed to acknowledge this Deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

This deed is executed and delivered pursuant to due and legal corporate action first had and taken by York Hospital, Grantor.

IN WITNESS WHEREOF, the said York Hospital, Grantor, has caused this Indenture to be signed in its corporate name by its President, and has caused to be affixed hereunto the common and corporate seal of the said corporation, attested by its Secretary, the day and year first above written.

Attest:
Jacob E. Weaver,
Secretary.

York
Hospital
York, Pa.

YORK HOSPITAL
By Charles M. Kerr,
President.

State of Pennsylvania,)
County of York,) ss.

I hereby certify that on this 1st day of April, A. D. 1936, before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, personally appeared Charles M. Kerr, the attorney named in the foregoing deed, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Deed to be the act of the said York Hospital.

WITNESS my hand and Notarial seal the day and year aforesaid.

George Hay
Kain, Jr.
Notary Public
York, Pa.

George Hay Kain, Jr., Notary Public.
My commission expires Jan. 31, 1937.

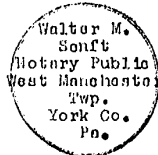
I hereby certify that the precise Residence of the within grantee or grantees is 25 S. Duke St. York, Penna.

Henry Butler, City Clerk.

Harry C. Stitt, Cashier of the said corporation, as and for the act and deed of the said corporation, for the uses and purposes therein mentioned, and that the names of this deponent as President and of Harry C. Stitt as Cashier of the said corporation, subscribed to the above indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Affirmed and subscribed to before me the day and year aforesaid. Zach Lauer

Witness my hand and Notarial seal.



Walter M. Sanft, Notary Public
My Commission Expires May 14th, 1939.

Recorded August 30, 1937, Howard M. Rohrbaugh, Recorder.

22237

David M. Myers Exr. of : WHEREAS, the undersigned, David M. Myers,
to : William H. Myers and Mary J. Myers, Executors of the last
York City : will and testament of William A. Myers, late of York,
Pennsylvania, deceased, are the owners of land located in the City of York, Pennsylvania,
on the east side of South Pine Street, and desire the City of York to build a storm
water sewer on South Pine Street between Windsor Street and Edgemoor Avenue, same to
begin at a point on South Pine Street approximately one hundred and seventy (170) feet
South of Windsor Street and to run Southwardly a distance of approximately two hundred
(200) feet to a point approximately eighty (80) feet North of Edgemoor Avenue; and

WHEREAS, the undersigned are willing to conduct the water from said point of
beginning of said sewer into and over the land of the undersigned.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned for value
received, the receipt whereof is hereby acknowledged, do hereby grant and convey unto
the City of York, its successors and assigns, the right and privilege to run the water of
the said sewer into and over the land of the undersigned as aforesaid and they do
hereby absolutely release, discharge and acquit the City of York, its successors
and assigns, of and from all suits, claims, notions and demands for or by reason thereof.

It is hereby stipulated, however, that in the event the City of York builds a
storm water sewer on South Pine Street which shall connect with said Northern end of
said sewer, which new sewer will accommodate and take care of the water theretofore
running into and over the property of the undersigned, that then and in such event
all rights of the City of York in and to the right of way hereby granted shall cease.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this
28th day of May, A. D. 1937.

Witness:

Adam H. Hamme
Adam H. Hamme
Adam H. Hamme

David M. Myers (SEAL)
William H. Myers (SEAL)
Mary J. Myers (SEAL)
Executors as aforesaid

STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS:

Before me, the subscriber, a Notary
Public commissioned for the City of York, York County, Pennsylvania, personally appeared
the above named David M. Myers, William H. Myers, and Mary J. Myers, Executors as
aforesaid, who in due form of law acknowledged the foregoing Release to be their act
and deed, to the end that the same might be recorded as such.

verily believe that the signature to said instrument and impression of seal thereon are genuine.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court, at the City of Washington, D. C., the 28th day of MAY, A. D. 1938.

District Court of the United States for the District of Columbia.

CHARLES E. STEWART, Clerk
By John O. Bowen, Assistant Clerk

Recorded June 13, 1938 Herbert L. Smith - Recorder

3394.

York County Institution : WHEREAS, Poor House Run, which drains extensive
District : territory inside and outside of the City of York, Pennsyl-
to : vania, at times of heavy rains is insufficient to carry off
York City : surface water and in consequence thereof the stream over-
flows its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, York County Institution District, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the undersigned an open channel which shall be located on the thirty foot strip of land located and indicated on Plan attached hereto, which channel shall be constructed in accordance with plans and specifications prepared therefor and on file in the office of the City Engineer of the City of York, together with the right and privilege to repair said open channel, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of such purposes of construction, maintenance, operation, use and repair, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will or may be located in part on said strip of land, as well as on the strip of land (in part twenty foot wide) located and indicated on the Second Plan attached hereto, which Second Plan is labeled "York, Penna., Right of Way Plan 27" San. Sewer," etc.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across said two strips of land a sanitary sewer, including manholes and other appurtenances, together with right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said two strips of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal, and reconstruction, including with workmen, tools, machinery and appliances.

See page 696 for Re-recorded Right of Way

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns forever.

IN WITNESS WHEREOF, the said York County Institution District has caused this Instrument to be duly signed and sealed this 4 day of January, A. D., 1935.

| | | | |
|-----------------------|-----------------------------------|--|----------------------------|
| Attest: E. E. Raugher | York County | YORK COUNTY INSTITUTION DISTRICT | |
| Chief Clerk | Institution District Penna. | BY James McDowell Clinton E. Gobrecht W. H. Snyder | (SEAL) (SEAL) (SEAL) |

Recorded June 10, 1938 Herbert L. Smith - Recorder

3395.

J. Victor Jones, al : WHEREAS, Poor House Run, which drains extensive terri-
to : tory inside and outside of the City of York, Pennsylvania, at
York City : times of heavy rains is insufficient to carry off the surface
 water and in consequence thereof the stream overflows its banks

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns forever.

IN WITNESS WHEREOF, the said York County Institution District has caused this Instrument to be duly signed and sealed this 4 day of January, A. D., 1935.

| | | | |
|-----------------------|-------------|----------------------------------|--------|
| Attest: E. E. Baugher | York | YORK COUNTY INSTITUTION DISTRICT | |
| Chief Clerk | County | BY James McDowell | (SEAL) |
| | Institution | Clinton E. Gobrecht | (SEAL) |
| | District | W. H. Snyder | (SEAL) |
| | Penna. | | |

Recorded June 10, 1938 Herbert L. Smith - Recorder

3595.

J. Victor Jones, et al : WHEREAS, Poor House Run, which drains extensive territory inside and outside of the City of York, Pennsylvania, at times of heavy rains is insufficient to carry off the surface water and in consequence thereof the stream overflows its banks

to :

York City :

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and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, J. Victor Jones, Harvey C. Jones and George A. Jones, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said J. Victor Jones, Harvey C. Jones and George A. Jones and their respective spouses in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty, and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located on the twenty foot strip of land located and indicated on plan attached hereto, and which culvert shall be constructed in accordance with plans and specifications prepared therefor and on file in the Office of the City Engineer of the City of York, together with the right and privilege to repair, renew and reconstruct said culvert, including appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will be located on said strip of land,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said J. Victor Jones, Harvey C. Jones and George A. Jones and their respective spouses, in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across said strip of land a sanitary sewer, including manholes and other appurtenances, together with right and privilege to repair, renew, and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools,

machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

This instrument is executed and delivered subject to the following stipulation: The fences and improvements shall be restored to their former condition if disturbed. The culvert to be built on said strip of land shall be covered throughout its whole length over said strip of land.

IN WITNESS WHEREOF, the said J. Victor Jones, Harvey C. Jones and George A. Jones and their respective spouses, Lettie A. Jones, Bertha O. Jones and Bertha B. Jones, have hereunto set their hands and seals this 6th day of September, A. D. 1935.

| | | |
|-----------------------|-----------------|--------|
| Witness: Erma G. Wolf | J. Victor Jones | (SEAL) |
| Erma G. Wolf | Lettie A. Jones | (SEAL) |
| Joshua S. Hull | Harvey C. Jones | (SEAL) |
| Joshua S. Hull | Bertha O. Jones | (SEAL) |
| Erma G. Wolf | George A. Jones | (SEAL) |
| Erma G. Wolf | Bertha B. Jones | (SEAL) |

STATE OF PENNSYLVANIA)
) SS. On this 6th day of September, A. D. 1935, before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, came the above named J. Victor Jones, George A. Jones and their respective spouses, Lettie A. Jones, and Bertha B. Jones, and acknowledged the foregoing Instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

Erma G. Wolf
 Notary Public
 York
 York County
 Pa.

Erma G. Wolf - Notary Public
 My Commission Expires March 7, 1937

STATE OF MARYLAND)
) SS. On this 9th day of September, A. D. 1935, before me, the subscriber, a Notary Public commissioned for Baltimore County, State of Maryland, came the above named Harvey C. Jones and Bertha O. Jones, his wife, and acknowledged the foregoing Instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

Joshua S.
 Hull
 Notary Public
 Baltimore
 County.

Joshua S. Hull - Notary Public
 My commission expires May 3, 1937

Recorded June 10, 1938 Herbert L. Smith - Recorder

3396.

York Tack & Nail Works : WHEREAS, Poor House Run, which drains extensive
 to : territory inside and outside of the City of York, Pennsyl-
 York City : vania, at times of heavy rains is insufficient to carry
 : off surface water and in consequence thereof the stream
 overflows its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation; and

WHEREAS, the improvement by which it is proposed to relieve said situation will be located in part on the property of the undersigned, Howard E. Holland and Herbert S. Holland, surviving co-partners, trading and doing business under the name of York Tack and Nail Works, located in the City of York, Pennsylvania.

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NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located in part on the eight foot strip of land located and indicated on plan attached hereto, and which culvert shall be constructed in accordance with plans and specifications prepared therefor and on file in the office of the City Engineer of the City of York, together with the right and privilege to repair, renew and reconstruct said culvert, including appurtenances and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will or may be located in part on said strip of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across said strip of land a sanitary sewer, including manholes and other appurtenances, together with right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal, and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

This instrument is executed and delivered subject to the following stipulation: that the City of York in the making of said improvements if the hedge or concrete pavement is disturbed, said hedge will be replaced and replanted and said pavement will be relaid so that the said hedge and pavement will be in the same condition after said improvements are made as the same are at the time of the execution of this agreement, and the surface of the ground will be re-

placed and put in the same condition as it now is; but the trees on said strip will be destroyed and will not be transplanted or replaced. Also it is agreed as part of the consideration for this agreement that in case it becomes necessary at any time or times for the City of York, its successors and assigns, to disturb the surface of said strip, or said hedge or pavement, for the purpose of construction, maintenance, operation, use, repair, renewal and/or reconstruction, that City of York, its successors and assigns will replace, relay and replant said surface, hedge and pavement respectively so that same will be put in the same condition they were respectively before being disturbed. All of said work of replacing, relaying and replanting shall be done by and at the expense of said City of York, its successors and assigns and without cost or expense of said York Tack and Nail Works, its partners, successors or assigns.

IN WITNESS WHEREOF, Howard E. Holland and Herbert S. Holland, surviving co-partners, trading and doing business under the name of York Tack and Nail Works, have hereunto set their hands and seals this 24th day of January, A. D. 1938.

Witness: Bessie B. Dagold
M. M. Morgan

Howard E. Holland (SEAL)
Herbert S. Holland (SEAL)
Surviving co-partners, trading and
doing business under the name of
York Tack and Nail Works.

STATE OF MARYLAND)
: SS.
CITY OF BALTIMORE)

On this 2nd day of Feb'y, A. D. 1938, before me, the subscriber, a Notary Public, commissioned for State of Maryland, City of Baltimore, came the above named Howard E. Holland and Herbert S. Holland, surviving co-partners, trading and doing business under the name of York Tack and Nail Works, and acknowledged the foregoing Instrument to be to their act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

Kendol M.
Lewis
Notary Public
Baltimore,
Md.

Kendle M. Lewis - Notary Public
My Commission Expires May 1, 1939

Recorded June 10, 1938 Herbert L. Smith - Recorder

3397.

New York Wire Cloth Co. : WHEREAS, Poor House Run, which drains extensive
to : territory inside and outside of the City of York, Pennsyl-
York City : vania, at times of heavy rains is insufficient to carry
off surface water and in consequence thereof the stream
overflows its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, New York Wire Cloth Company, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located on the twenty foot strip of land located and indicated on plan attached hereto, and which culvert shall be constructed in ac-

placed and put in the same condition as it now is; but the trees on said strip will be destroyed and will not be transplanted or replaced. Also it is agreed as part of the consideration for this agreement that in case it becomes necessary at any time or times for the City of York, its successors and assigns, to disturb the surface of said strip, or said hedge or pavement, for the purpose of construction, maintenance, operation, use, repair, renewal and/or reconstruction, that City of York, its successors and assigns will replace, relay and replant said surface, hedge and pavement respectively so that same will be put in the same condition they were respectively before being disturbed. All of said work of replacing, relaying and replanting shall be done by and at the expense of said City of York, its successors and assigns and without cost or expense of said York Tack and Nail Works, its partners, successors or assigns.

IN WITNESS WHEREOF, Howard E. Holland and Herbert S. Holland, surviving co-partners, trading and doing business under the name of York Tack and Nail Works, have hereunto set their hands and seals this 24th day of January, A. D. 1938.

Witness: Bessie B. Dagold
M. M. Morgan

Howard E. Holland (SEAL)
Herbert S. Holland (SEAL)
Surviving co-partners, trading and
doing business under the name of
York Tack and Nail Works.

STATE OF MARYLAND)
CITY OF BALTIMORE) SS.

On this 2nd day of Feb'y, A. D. 1938, before me, the subscriber, a Notary Public, commissioned for State of Maryland, City of Baltimore, came the above named Howard E. Holland and Herbert S. Holland, surviving co-partners, trading and doing business under the name of York Tack and Nail Works, and acknowledged the foregoing Instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

Kendel M.
Lewis
Notary Public
Baltimore,
Md.

Kendle M. Lewis - Notary Public
My Commission Expires May 1, 1939

Recorded June 10, 1938

Herbert L. Smith - Recorder

3397.

New York Wire Cloth Co. : WHEREAS, Poor House Run, which drains extensive
to : territory inside and outside of the City of York, Pennsyl-
York City : vania, at times of heavy rains is insufficient to carry
off surface water and in consequence thereof the stream
overflows its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, New York Wire Cloth Company, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located on the twenty foot strip of land located and indicated on plan attached hereto; and which culvert shall be constructed in ac-

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cordance with plans and specifications prepared therefor and on file in the Office of the City Engineer of the City of York, together with the right and privilege to repair, renew and reconstruct said culvert, including appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will or may be located in part on said strip of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across said strip of land a sanitary sewer, including manholes and other appurtenances, together with right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns.

This instrument is executed and delivered subject to the following stipulation: That the City of York in the making of said improvements shall fully protect the foundations, walls and buildings of the undersigned against damage and for such protection the City shall assume responsibility.

IN WITNESS WHEREOF, New York Wire Cloth Company, has caused this Instrument to be signed by its Vice President and its corporate seal to be herunto affixed, duly attested by its Secretary, this 18th day of March, A. D. 1938.

Attest: W. F. Barnes
Secretary

New York
Wire Cloth
Company
Incorporated
Delaware

NEW YORK WIRE CLOTH COMPANY,

By Robt. P. Turner - Vice-President

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STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS.

On this 18th day of March, A. D. 1938, before me, the subscriber, a Notary Public commissioned for the said County and State personally appeared Robert P. Turner, Vice-President of the said New York Wire Cloth Company, who being duly affirmed according to law, says that he was personally present at the execution of the foregoing Instrument, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Instrument was duly sealed and delivered by him as Vice-President of the said corporation, for the uses and purposes therein mentioned, and that the name of this deponent as Vice-President and of W. F. Barnes as Secretary of said corporation, subscribed to the said Instrument in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Robt. P. Turner

Affirmed and subscribed before me the day and year aforesaid.

Witness my hand and Notarial seal.

Ruth E.
Wolf
Notary Public
York
York County
Pa.

Ruth E. Wolf - Notary Public
My Commission Expires March 9, 1939

Recorded June 10, 1938 Herbert L. Smith - Recorder.

3308.

Home Furniture Co. : WHEREAS, Poor House Run, which drains extensive territory inside and outside of the City of York, Pennsylvania, to : at times of heavy rains is insufficient to carry off surface water and in consequence thereof the stream overflows its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, Home Furniture Company, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty, and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located in part on the strip of land, which strip for the greater part in length is five feet in width and for the remainder thereof is of larger varying width and which strip is located and indicated on plan attached hereto, and which culvert shall be constructed in accordance with plans and specifications prepared therefor and on file in the office of the City Engineer of the City of York, Together with the right and privilege to repair, renew and reconstruct said culvert, including appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will or may be located in part on said strip of land.

STATE OF PENNSYLVANIA)
 COUNTY OF YORK) SS.

On this 18th day of March, A. D. 1938, before me, the subscriber, a Notary Public commissioned for the said County and State personally appeared Robert P. Turner, Vice-President of the said New York Wire Cloth Company, who being duly affirmed according to law, says that he was personally present at the execution of the foregoing Instrument, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Instrument was duly sealed and delivered by him as Vice-President of the said corporation, for the uses and purposes therein mentioned, and that the name of this deponent as Vice-President and of W. F. Barnes as Secretary of said corporation, subscribed to the said Instrument in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Robt. P. Turner

Affirmed and subscribed before me the day and year aforesaid.

Witness my hand and Notarial seal.

Ruth E.
 Wolf
 Notary Public
 York
 York County
 Pa.

Ruth E. Wolf - Notary Public
 My Commission Expires March 9, 1939

Recorded June 10, 1938 Herbert L. Smith - Recorder.

339B.

Home Furniture Co. : WHEREAS, Poor House Run, which drains extensive territory inside and outside of the City of York, Pennsylvania, to : at times of heavy rains is insufficient to carry off surface water and in consequence thereof the stream overflows its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, Home Furniture Company, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty, and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located in part on the strip of land, which strip for the greater part in length is five feet in width and for the remainder thereof is of larger varying width and which strip is located and indicated on plan attached hereto, and which culvert shall be constructed in accordance with plans and specifications prepared therefor and on file in the office of the City Engineer of the City of York, Together with the right and privilege to repair, renew and reconstruct said culvert, including appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will or may be located in part on said strip of land.

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across said strip of land a sanitary sewer, including manholes and other appurtenances, together with right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

This instrument is executed and delivered subject to the following stipulation: That the City of York in the making of said improvement shall fully protect the foundations, walls and buildings of the undersigned against damage and for such protection the City shall assume responsibility.

IN WITNESS WHEREOF, Home Furniture Company, has caused this Instrument to be signed by its President and its corporate seal to be hereunto affixed, duly attested by its Acting Secretary, this 12th day of January, A. D. 1938.

| | | |
|---------------------|---|---|
| Attest: H. W. Deitz | Home Furniture Company York, Pa. Incorporated 1911 | HOME FURNITURE COMPANY By J. L. Gerber - President |
|---------------------|---|---|

STATE OF PENNSYLVANIA)
) SS. On this 12th day of January, A. D. 1938, before me, the sub-
COUNTY OF YORK) scriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, per-
) sonally appeared J. L. Gerber, President of the said Home Furniture Company, who being duly
) affirmed according to law, says that he was personally present at the execution of the fore-
) going Instrument, and saw the common or corporate seal of the said corporation duly affixed
) thereto; that the seal so affixed thereto is the common or corporate seal of the said corpor-
) ation; that the said Instrument was duly sealed and delivered by him as President of the said
) corporation, as and for the act and deed of the said corporation, for the uses and purposes
) therein mentioned, and that the name of this deponent as President and of H. W. Deitz as

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Acting Secretary of the said corporation, subscribed to the said Instrument in attestation of its due execution and delivery, are of their and each of their respective handwritings.

J. L. Gerber

Affirmed and subscribed before me the day and year aforesaid.

Witness my hand and Notarial seal.

Erma G. Wolf
Notary Public
York
York County
Pa.

Erma G. Wolf - Notary Public
My Commission Expires March 7, 1941

Recorded June 10, 1938 Herbert L. Smith - Recorder

3399.

David P. Klinedinst, : WHEREAS, Poor House Run, which drains extensive
Trustee, et al : territory inside and outside of the City of York, Pennsylva-
to : nia, at times of heavy rains is insufficient to carry off
York City : surface water and in consequence thereof the stream overflows

its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, David P. Klinedinst and Thomas E. Brooks, Trustees, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located in part on the three sided piece of land located and indicated on plan attached hereto, and which culvert shall be constructed in accordance with plans and specifications prepared therefor and on file in the office of the City Engineer of the City of York, together with the right and privilege to repair, renew, and reconstruct said culvert, including appurtenances, and together with the right and privilege of free and uninterrupted access to three sided piece of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer will or may be located in part on said three sided piece of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across said three sided piece of land a sanitary sewer, including manholes and other appurtenances, together with right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said three sided piece of land at any and all times for each and every of said purposes of construction, maintenances, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its

Appendix A-5.2 (ScottMadden)

successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

IN WITNESS WHEREOF, David P. Klinedinst and Thomas E. Brooks, Trustees, have hereunto set their hands and seals this 14th day of September, A. D. 1935.

Witness: S. S. Laucks David P. Klinedinst (SEAL)
S. S. Laucks Thomas E. Brooks (SEAL) Trustees.

STATE OF PENNSYLVANIA)
: SS.
COUNTY OF YORK)

On this 14th day of September, A. D. 1935, before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, came the above named David P. Klinedinst and Thomas E. Brooks, Trustees, and acknowledged the foregoing Instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

Clarence L. Hauser Notary Public York York Co. Pa.

Clarence L. Hauser - Notary Public My Commission Expires Feb. 21, 1939

Recorded June 10, 1938 Herbert L. Smith - Recorder

3400.

American Chain & Cable Co.Inc. to York City WHEREAS, Poor House Run, which drains extensive territory inside and outside of the City of York, Pennsylvania, at times of heavy rains is insufficient to carry off surface water and in consequence thereof the stream overflows its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, American Chain & Cable Company, Inc., located in the City of York, Pennsylvania.

NOW, THEREFORE, KNQW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty, and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located on the twenty foot strip of land located and indicated on plan attached hereto, and which culvert shall be constructed

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successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

IN WITNESS WHEREOF, David P. Klinedinst and Thomas E. Brooks, Trustees, have hereunto set their hands and seals this 14th day of September, A. D. 1935.

Witness: S. S. Laucks David P. Klinedinst (SEAL)
S. S. Laucks Thomas E. Brooks (SEAL) Trustees.

STATE OF PENNSYLVANIA)
: SS.
COUNTY OF YORK)

On this 14th day of September, A. D. 1935, before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, came the above named David P. Klinedinst and Thomas E. Brooks, Trustees, and acknowledged the foregoing Instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

Clarence L. Hauser Notary Public York Pa.

Clarence L. Hauser - Notary Public My Commission Expires Feb. 21, 1939

Recorded June 10, 1938 Herbert L. Smith - Recorder

3400.

American Chain & Cable Co. Inc. to York City WHEREAS, Poor House Run, which drains extensive territory inside and outside of the City of York, Pennsylvania, at times of heavy rains is insufficient to carry off surface water and in consequence thereof the stream overflows its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, American Chain & Cable Company, Inc., located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty, and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located on the twenty foot strip of land located and indicated on plan attached hereto, and which culvert shall be constructed

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in accordance with plans and specifications prepared therefor and on file in the Office of the City Engineer of the City of York, together with the right and privilege to repair, renew and reconstruct said culvert, including appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenances, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will or may be located in part on said strip of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the said strip of land a sanitary sewer, including manholes and other appurtenances, together with right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

This instrument is executed and delivered subject to the following stipulation: That the City of York in the making of said improvements shall fully protect the foundations, walls and buildings of the undersigned against damage and for such protection the City shall assume responsibility.

IN WITNESS WHEREOF, American Chain & Cable Company, Inc., has caused this Instrument to be signed by its President and its corporate seal to be hereunto affixed, duly attested by its Asst. Secretary, this 12th day of January, A. D. 1937.

Attest: Frederick C. Geier
Assistant Secretary

American
Chain &
Cable Company
Inc.
New York
1912

AMERICAN CHAIN & CABLE COMPANY, INC.,
By William T. Morris - President

STATE OF CONNECTICUT)
 : SS.
COUNTY OF FAIRFIELD)

On the 12th day of January, A. D. 1938, before me, the sub-

scriber, a Notary Public commissioned for the City of Bridgeport, Fairfield County, Connecticut, personally came William T. Morris, President of the said American Chain & Cable Company, Inc., who being duly affirmed according to law says, that he was personally present at the execution of the foregoing Instrument, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Instrument was duly sealed and delivered by him as President of the said corporation, as and for the act and deed of the said corporation, for the uses and purposes therein mentioned, and that the name of this deponent as President and of Frederick C. Geier as Asst. Secretary of the said corporation, subscribed to the said Instrument in attestation of its due execution and delivery, are of their and each of their respective handwritings.

William T. Morris

Affirmed and subscribed before me the day and year aforesaid.

Witness my hand and Notarial seal.

Arthur C.
Laske
Notary Public
Bridgeport,
Conn.

Arthur C. Laske - Notary Public

My commission expires February 1, 1940

Recorded June 10, 1938 Herbert L. Smith - Recorder

3401.

George H. Wolf, et al : WHEREAS, Poor House Run, which drains extensive territory inside and outside of the City of York, Pennsylvania, at times of heavy rains is insufficient to carry off surface water and in consequence thereof the stream overflows its banks and damages adjacent properties; and

WHEREAS, the City of York desired to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, George H. Wolf, Charles B. Wolf and Earl L. Wolf, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said George H. Wolf, Charles B. Wolf, Earl L. Wolf and their respective spouses in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located on the twenty foot strip of land located and indicated on plan attached hereto, and which culvert shall be constructed in accordance with plans and specifications prepared therefor and on file in the Office of the City Engineer of the City of York, together with the right and privilege to repair, renew and reconstruct said culvert, including appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will or may be located in part on said strip of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said George H. Wolf, Charles B. Wolf and Earl L. Wolf and their respective spouses, in consideration of benefits to be received

scriber, a Notary Public commissioned for the City of Bridgeport, Fairfield County, Connecticut, personally came William T. Morris, President of the said American Chain & Cable Company, Inc., who being duly affirmed according to law says, that he was personally present at the execution of the foregoing Instrument, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Instrument was duly sealed and delivered by him as President of the said corporation, as and for the act and deed of the said corporation, for the uses and purposes therein mentioned, and that the name of this deponent as President and of Frederick C. Geier as Asst. Secretary of the said corporation, subscribed to the said Instrument in attestation of its due execution and delivery, are of their and each of their respective handwritings.

William T. Morris

Affirmed and subscribed before me the day and year aforesaid.

Witness my hand and Notarial seal.

Arthur C.
Laske
Notary Public
Bridgeport,
Conn.

Arthur C. Laske - Notary Public
My commission expires February 1, 1940

Recorded June 10, 1938 Herbert L. Smith - Recorder

3401.

George H. Wolf, al : WHEREAS, Poor House Run, which drains extensive ter-
to : ritory inside and outside of the City of York, Pennsylvania, at
York City : times of heavy rains is insufficient to carry off surface water
and in consequence thereof the stream overflows its banks and
damages adjacent properties; and

WHEREAS, the City of York desired to relieve this situation by the building of a culvert and open channel; and

WHEREAS, said improvement will be located in part on the property of the undersigned, George H. Wolf, Charles B. Wolf and Earl L. Wolf, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said George H. Wolf, Charles B. Wolf, Earl L. Wolf and their respective spouses in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the undersigned a reinforced concrete culvert, which culvert shall be located on the twenty foot strip of land located and indicated on plan attached hereto, and which culvert shall be constructed in accordance with plans and specifications prepared therefor and on file in the Office of the City Engineer of the City of York, together with the right and privilege to repair, renew and reconstruct said culvert, including appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will or may be located in part on said strip of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said George H. Wolf, Charles B. Wolf and Earl L. Wolf and their respective spouses, in consideration of benefits to be received

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ed from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across said strip of land a sanitary sewer, including manholes and other appurtenances, together with right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

This instrument is executed and delivered subject to the following stipulation: That the City of York in the making of said improvements shall fully protect the foundations, walls and buildings of the undersigned against damage and for such protection the City shall assume responsibility.

IN WITNESS WHEREOF, the said George H. Wolf, Charles B. Wolf, Earl L. Wolf and their respective spouses have hereunto set their hands and seals this 17th day of February, A. D. 1938.

| | | |
|-----------------------|-----------------|--------|
| Witness: Elda N. King | Geo. H. Wolf | (SEAL) |
| Elda N. King | Anna K. Wolf | (SEAL) |
| Elda N. King | Charles B. Wolf | (SEAL) |
| Elda N. King | Frances G. Wolf | (SEAL) |
| Elda N. King | Earle L. Wolf | (SEAL) |
| Elda N. King | Evelyn V. Wolf | (SEAL) |

STATE OF PENNSYLVANIA)
 : SS.
COUNTY OF YORK)

On this 17th day of February, A. D. 1937, before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, came the above named Geo. H. Wolf, Anna K. Wolf, Charles B. Wolf, Frances G. Wolf, Earle L. Wolf, Evelyn V. Wolf, and acknowledged the foregoing Instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

Walter B.
Liggitt
Notary Public
York
York County
Pa.

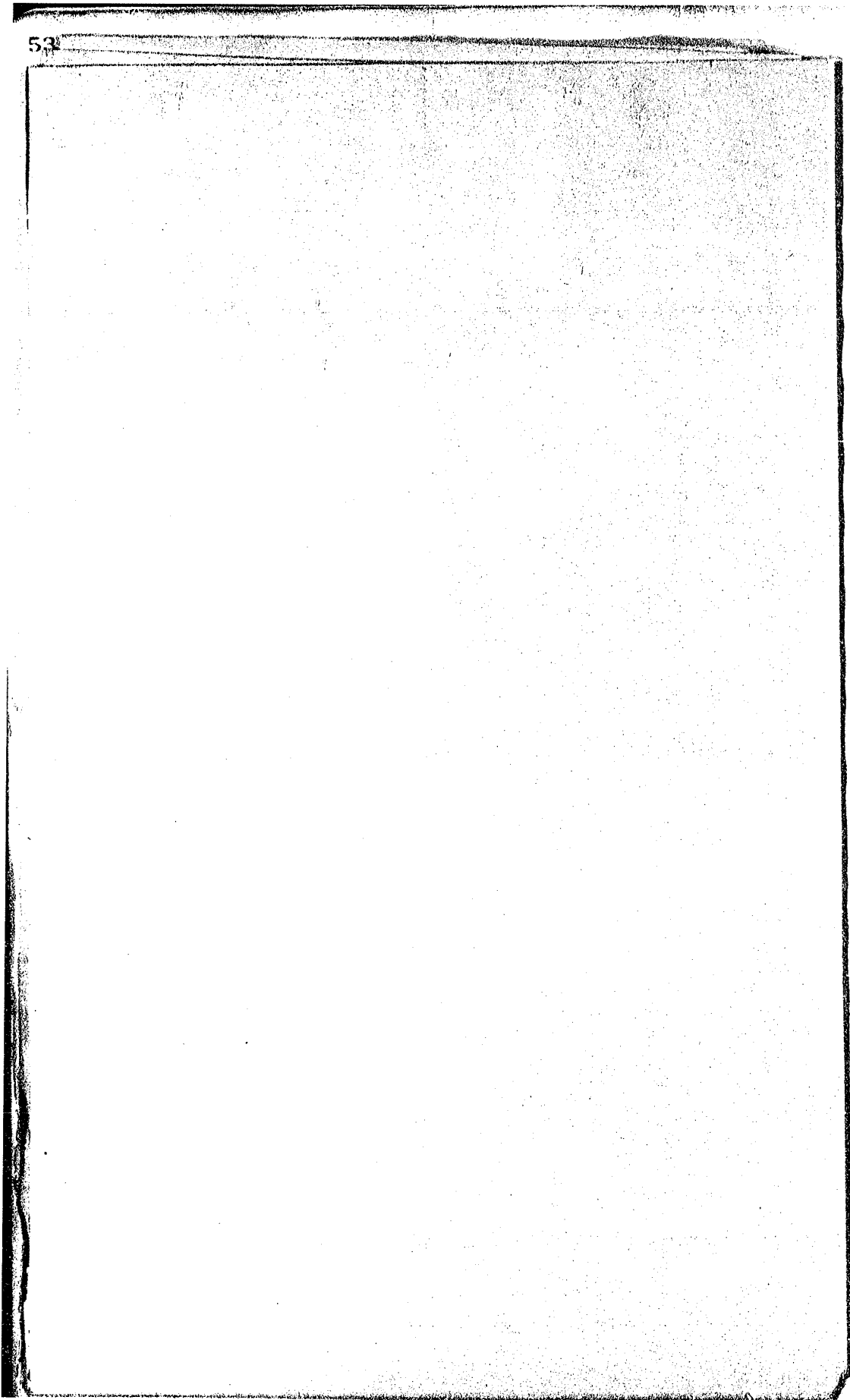
Walter B. Liggitt - Notary Public
My Commission Expires March 2, 1941

Recorded June 10, 1938

Herbert L. Smith - Recorder

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it so to do, promptly make such repairs and renewals thereto as may be required by the Railroad Company, or the Railroad Company, in the case of an emergency and for the purpose of protecting and safeguarding its property, traffic, patrons, or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary.

5. (a) All work herein contemplated, of whatever nature and for whatever purpose when done, shall be done and performed by the Licensee, and at such time and in such manner as may be approved by the President of the Railroad Company or his duly authorized agent; or the Railroad Company may from time to time perform such emergency or other work made necessary to insure the safe and uninterrupted operation of the Railroad of the Railroad Company. It is particularly understood and agreed that except as provided in paragraph (b) of this article, or in cases where the Railroad Company shall have agreed in writing to temporarily discontinue the use of certain portions of its tracks, the work of construction, maintenance, repairs, renewals, alteration or adjustment of the said sewers shall be carried on in a manner which will not interfere with the continuous and safe operation of locomotives and cars over all of the railroad tracks now located on or adjacent to the proposed location of the said sewers.

(b) The Railroad Company hereby assents to the temporary removal of that part of its southernmost track beginning at a point approximately 40 feet east of its bridge over Poor House Run, and extending easterly a distance of approximately 300 feet to the end of the switch near the north line of Walnut Street, provided (1) that the Licensee notifies the Railroad Company at least one week in advance of the date upon which said Licensee proposes to start excavation at the point in question, in order that the Railroad Company may remove the track and make other changes in its track layout made necessary by said removal, and (2) that the Licensee will begin the work of excavation as soon as the track is removed, and will complete the job, including the back-filling, as expeditiously as practicable in order that the track may be replaced in its original location and service resumed thereon at the earliest possible date, it being particularly understood that adequate forces will be used, and such other steps taken by the Licensee as may be necessary to comply with this condition, and that in no event shall the track be out of service more than sixty (60) days.

6. The supervision of the work performed and the approval of the material used in construction, maintenance, repairs and renewals of the facilities covered by this Agreement shall be within the jurisdiction right of the Railroad Company.

7. If the Railroad Company deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of said sewers, to place watchmen or flagmen for the protection of the property owned or in possession or control of the Railroad Company or its employees, patrons or licensees, the Railroad Company shall have the right so to do, and the Licensee shall upon bill being rendered, pay or refund the cost and expense thereof, but failure of the said Railroad Company so to do, or failure or neglect of such watchmen or flagmen shall in no event be construed as in any manner or degree affecting any obligations of the Licensee as provided for in Articles 8 and 9 hereof.

8. In the event that the Railroad Company shall do and perform any of the work herein mentioned or contemplated, whether of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the said sewers for and at the expense of the Licensee, said Licensee covenants and agrees to and shall indemnify, protect and save harmless the Railroad Company from all losses and damage to property, or injury to or death of persons growing out of or resulting from the performance of said work when not attributable to the fault, failure or negligence of the Railroad Company, except that if such loss, injury or damage shall be caused by the joint or concurring negligence of both parties hereto, the same shall

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eight Dollars and Twenty-one Cents (\$68.21),

NOW KNOW ALL MEN BY THESE PRESENTS, that in consideration of the said payment, I do hereby release and forever discharge The Guardian Trust Company of York, Pa., of and from said guardianship, and of and from all further payments, actions, suits, accountings, claims and demands whatsoever for or by reason thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 24th day of June, 1938.

Witness: M. M. Grove Joseph L. Burkey (SEAL)

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF YORK)

On this 24th day of June, 1938, before me, a Notary Public in and for said County and State, personally appeared the above named Joseph L. Burkey, and acknowledged the foregoing Release to be his act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

M. M. Grove
Notary Public
York
York County
Pa.

M. M. Grove - Notary Public
My Commission Expires July 6, 1940

Recorded June 24, 1938 Herbert L. Smith - Recorder

3611.

York County Institution : WHEREAS, Poor House Run, which drains extensive territory inside and outside of the City of York,
District :
to : Pennsylvania, at times of heavy rains is insufficient
York City : to carry off surface water and in consequence thereof
the stream overflows its banks and damages adjacent properties; and

WHEREAS, the City of York desires to relieve this situation by the building of a culvert and open channel; and

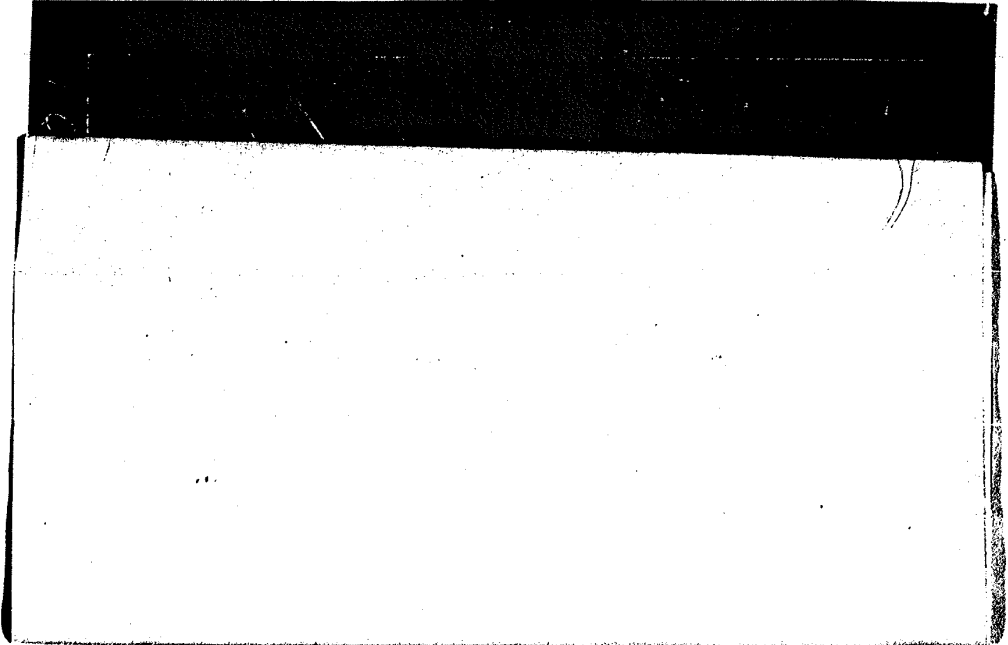
WHEREAS, said improvement will be located in part on the property of the undersigned, York County Institution District, located in the City of York, Pennsylvania.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents Grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the undersigned an open channel which shall be located on the thirty foot strip of land located and indicated on Plan attached hereto, which channel shall be constructed in accordance with plans and specifications prepared therefor and on file in the office of the City Engineer of the City of York, together with the right and privilege to repair said open channel, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of such purposes of construction, maintenance, operation, use and repair, including with workmen, tools, machinery and appliances; and

WHEREAS, the City of York contemplates the building of a sanitary sewer which sewer will or may be located in part on said strip of land, as well as on the strip of land (in part twenty foot wide) located and indicated on the Second Plan attached hereto, which Second Plan is labeled "York, Penna., Right of Way Plan 27" San. Sower," etc.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the undersigned in consideration of benefits to be received from said improvement, as well as in consideration of other good and valuable considerations, receipt whereof is hereby acknowledged, does by these presents grant,

This Right of Way is recorded to correct error on Right of Way recorded on page 515



bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across said two strips of land a sanitary sewer, including manholes and other appurtenances, together with right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said two strips of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

IN WITNESS WHEREOF, the said York County Institution District has caused this Instrument to be duly signed and sealed this 24th day of June, A. D. 1930.

Attest:

E. E. Baugher
Chief Clerk

Commissioner's
Office
York County
Pa.

YORK COUNTY INSTITUTION DISTRICT

BY James McDowell (SEAL)
Clinton E. Gobrecht (SEAL)
W. H. Snyder (SEAL)

York
County
Institution
District
Penna.

STATE OF PENNSYLVANIA)
COUNTY OF YORK)

SS.

On the 24th day of June, A. D. 1930, before me, the Recorder of Deeds in and for the County of York and State of Pennsylvania, personally appeared James McDowell, President of the said York County Institution District, who being duly affirmed according to law, says that he was personally present at the execution of the foregoing Instrument, and saw the common or corporate seal of the said corporation duly affixed thereto; that

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the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Instrument was duly sealed and delivered by him as President of the said corporation, as and for the act and deed of the said corporation, for the uses and purposes therein mentioned, and that the name of this deponent as President and of E. E. Baugher as Chief Clerk of the said corporation, subscribed to the said Instrument in attestation of its due execution and delivery, are of their and each of their respective handwritings.

James McDowell

Affirmed and subscribed before me the day and year aforesaid.

Witness my hand and official seal.

Herbert L. Smith - Recorder of Deeds.

Recorder's Office
York County,
Pa.

Recorded June 24, 1938 Herbert L. Smith - Recorder

3816.

Andrew J. Gerber : WHEREAS, George W. Gerber and Martha E. Gerber,
to : his wife, under date April 2, 1938, executed and delivered
George W. Gerber, ux : to Andrew J. Gerber, of Dover Township, York County, Penn-
sylvania, a certain mortgage which on April 2, 1938, was
recorded in the Recorder's Office of York County, Pennsylvania, where it appears of record
in Mortgage Book Volume 10 J, page 649; and

WHEREAS, the said mortgage is a lien, inter alia, upon the hereinafter described and
hereby released land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the said Andrew J.
Gerber, mortgagee as aforesaid, for value received, the receipt whereof is hereby acknowledged
does hereby release, discharge and acquit in favor of George W. Gerber and Martha E. Gerber,
his wife, their heirs and assigns,

ALL the following described lot located in Dover Township, York County, Pennsylvania, at
the Northwest corner of the Shippensburg Road and the road leading from Strayer's Church to
the road leading to Admire, which lot is bounded and described as follows, to wit:

Beginning at the Northwest corner of said two roads and extending thence along the second
mentioned road North three-quarters (3/4) of a degree West one hundred and seventy-five (175)
feet to a peg at other lands of George W. Gerber and Martha E. Gerber; thence along the same
North eighty-six and one-fourth (86 1/4) degrees West sixty-five (65) feet to a peg at said other
lands; thence along the same South three-quarters (3/4) of a degree East one hundred and seven-
ty-five (175) feet to the North side of the first mentioned Road; thence along the same South
eighty-six and one-fourth (86 1/4) degrees East sixty-five (65) feet to said point of corner of
said two roads and the place of beginning, - being a part of said mortgaged premises,

Of and from the lien, liability and operation of the said mortgage, without prejudice,
however, to the liability of other lands bound thereby to pay the whole of the said mortgage,
debt, interest and costs in full.

IN WITNESS WHEREOF, the said Andrew J. Gerber, has herunto set his hand and seal this
25th day of June, A. D. 1938.

Witness: Erma G. Wolf Andrew J. Gerber (SEAL)
Frederick E. Gerber

STATE OF PENNSYLVANIA)
: SS.
COUNTY OF YORK) Before me, the subscriber, a Notary Public commissioned for
the City of York, County of York and State of Pennsylvania, personally appeared the above

executors and assigns agree to make the said payments of Fifteen (\$15.00) Dollars per month promptly on the 1st day of each and every month, or within thirty (30) days thereafter, in accordance with the terms of Paragraph 1 and 2 of this Agreement.

4. The said Franklin H. Dellinger agrees not to hold the said Thomas A. Dillon liable for the One Hundred Fifteen (\$115.00) Dollars back interest now due and owing from Daisy K. and Curtis S. Ruppert, and agrees to hold the said Curtis S. Ruppert alone liable therefor.

5. The said Franklin H. Dellinger agrees that after the said Thomas A. Dillon has paid Nine Hundred (\$900.00) Dollars, together with interest, on account of the purchase price of the said property, and the said Daisy K. and Curtis S. Ruppert have executed and delivered their deed for the said property to the said Thomas A. Dillon, he will satisfy his said mortgage against Ruppert and accept from Dillon a mortgage for the balance then due and unpaid, which mortgage is to constitute a first lien on said property and is to bear interest at the rate of 6% per cent per annum.

IN WITNESS WHEREOF, the parties hereto intend to legally bind themselves, their heirs, executors, administrators and assigns.

Franklin H. Dellinger (SEAL)

Thomas A. Dillon (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF YORK)

: SS.

On this 21st day of July, A. D. 1938, before me a Notary Public in and for said County and State came the above named Franklin H. Dellinger and acknowledged the foregoing to be his act and deed, and desired the same to be recorded as such.

WITNESS my hand and notarial seal, the day and year aforesaid.

Ethel F. Crider
Notary Public
York
York County
Pa.

Ethel F. Crider - Notary Public
My Commission Expires at end of next Session of Senate

Recorded July 21, 1938 Herbert L. Smith - Recorder

4153.

Ella L. Kleffman, al : KNOW ALL MEN BY THESE PRESENTS, That the undersigned,
to : Ella L. Kleffman and Albert H. Kleffman, widow and son res-
City of York : pectively of John E. Kleffman, formerly of York, Pennsylvania,
but now of Wilmington, Delaware, for value received, the re-
ceipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the said Ella L. Kleffman and Albert H. Kleffman a sanitary sewer, including manholes and other appurtenances, which sewer shall be located on the fifty (50) foot strip of land shown on Plan attached hereto, which strip is located in the City of York, York County, Pennsylvania, and is bounded on the West by property of George D. Deardorff and on the East by property of the C. E. Miller Estate, together with the right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors

and assigns, forever.

IN WITNESS WHEREOF, the undersigned, the said Ella L. Kleffman and Albert H. Kleffman have herunto set their hands and seals this 18th day of July, A. D. 1938.

Witness: Erma G. Wolf Ella L. Kleffman (SEAL)
Albert H. Kleffman (SEAL)

STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS.

Before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, personally appeared Ella L. Kleffman, widow, and Albert H. Kleffman, who in due form of law acknowledged the foregoing Instrument to be their act and deed, to the end that the same might be recorded as such.

WITNESS my hand and Notarial seal this 18th day of July, A. D., 1938.

Erma G. Wolf
Notary Public
York
York County
Pa.

Erma G. Wolf - Notary Public
My commission expires March 7, 1941

Recorded July 21, 1938 Herbert L. Smith - Recorder

4154.

George D. Deardorff : KNOW ALL MEN BY THESE PRESENTS, that the under-
to : signed, George D. Deardorff, single man, of York, York
City of York : County, Pennsylvania, for value received, the receipt where-
of is hereby acknowledged, does by these presents grant,
bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of
the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege
to construct, maintain, operate and use in, on and across the property of the said George D.
Deardorff, a sanitary sewer, including manholes and other appurtenances, which sewer shall be
located on the fifty (50) foot strip of land shown on Plan attached hereto, which strip is
located in the City of York, York County, Pennsylvania, and is bounded on the East by proper-
ty of Ella L. Kleffman and on the West by Pine Street, together with the right and privilege
to repair, renew and reconstruct the said sewer, including manholes and other appurtenances,
and together with the right and privilege of free and uninterrupted access to said strip of
land at any and all times for each and every of said purposes of construction, maintenance,
operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery
and appliances.

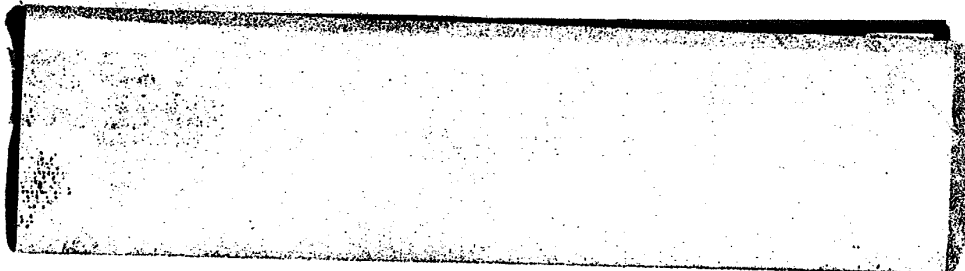
TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its
successors and assigns, to and for the only proper use of the City of York, its successors
and assigns, forever.

IN WITNESS WHEREOF, the undersigned, the said George D. Deardorff, has hereunto set his
hand and seal this 27th day of April, A. D. 1938.

Witness: J. Ray Huss George D. Deardorff (SEAL)

STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS.

Before me, the subscriber, a Notary Public commissioned for



the City of York, York County, Pennsylvania, personally appeared George D. Deardorff, single man, who in due form of law acknowledged the foregoing Instrument to be his act and deed, to the end that the same might be recorded as such.

WITNESS my hand and Notarial seal this 27th day of April, A. D. 1938



Miriam E. Patterson - Notary Public

My commission expires at the end of the next session of the Senate

Recorded July 21, 1938

Herbert L. Smith - Recorder

4155.

Sarah E. Miller, al :
to :
City of York :

KNOW ALL MEN BY THESE PRESENTS, that the under-
signed, Sarah E. Miller, widow, Charles Kauffman Miller and
Beulah M. Miller Miller, his wife, of York, York County,
Pennsylvania, for value received, the receipt whereof is

hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the said Sarah E. Miller and Charles Kauffman Miller a sanitary sewer, including manholes and other appurtenances, which sewer shall be located on the fifty (50) foot strip of land shown on Plan attached hereto, which strip is located in the City of York, York County, Pennsylvania, and is bounded on the east by Lamour Street and on the west by property of Ella L. Kleffman, together with the right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

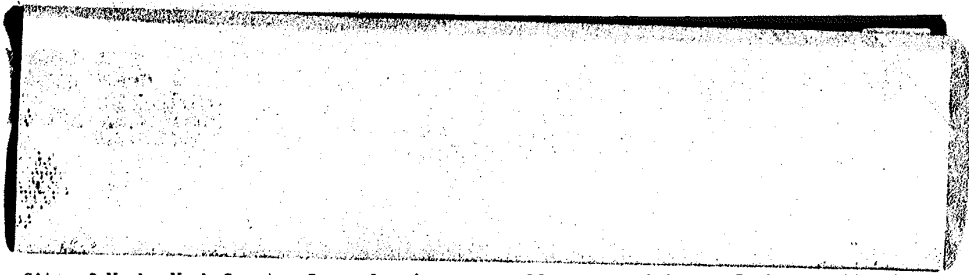
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of April, A. D. 1938.

Witness: Edwin C. Myers
Edwin C. Myers
Edwin C. Myers

Sarah E. Miller (SEAL)
Charles Kauffman Miller (SEAL)
Beulah M. Miller (SEAL)

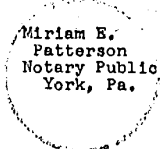
STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS.

Before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, personally appeared Sarah E. Miller, Charles Kauffman Miller and Miller, his wife, who in due form of law acknowledged the foregoing Instrument to be their act and deed, to the end that the same might be recorded as such.



the City of York, York County, Pennsylvania, personally appeared George D. Deardorff, single man, who in due form of law acknowledged the foregoing Instrument to be his act and deed, to the end that the same might be recorded as such.

WITNESS my hand and Notarial seal this 27th day of April, A. D. 1938



Miriam E. Patterson - Notary Public

My commission expires at the end of the next session of the Senate

Recorded July 21, 1938

Herbert L. Smith - Recorder

4155.

Sarah E. Miller, al :
to :
City of York :

KNOW ALL MEN BY THESE PRESENTS, that the under-
signed, Sarah E. Miller, widow, Charles Kauffman Miller and
Beulah M. Miller Miller, his wife, of York, York County,
Pennsylvania, for value received, the receipt whereof is

hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, a municipal corporation of the Commonwealth of Pennsylvania, its successors and assigns, the right, liberty and privilege to construct, maintain, operate and use in, on and across the property of the said Sarah E. Miller and Charles Kauffman Miller a sanitary sewer, including manholes and other appurtenances, which sewer shall be located on the fifty (50) foot strip of land shown on Plan attached hereto, which strip is located in the City of York, York County, Pennsylvania, and is bounded on the east by Lamour Street and on the west by property of Ella L. Kleffman, together with the right and privilege to repair, renew and reconstruct the said sewer, including manholes and other appurtenances, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, operation, use, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27th day of April, A. D. 1938.

Witness: Edwin C. Myers
Edwin C. Myers
Edwin C. Myers

Sarah E. Miller (SEAL)
Charles Kauffman Miller (SEAL)
Beulah M. Miller (SEAL)

STATE OF PENNSYLVANIA)
: SS.
COUNTY OF YORK)

Before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, personally appeared Sarah E. Miller, Charles Kauffman Miller and Miller, his wife, who in due form of law acknowledged the foregoing Instrument to be their act and deed, to the end that the same might be recorded as such.

WITNESS my hand and Notarial seal this 27th day of April, A. D. 1938.

William W.
Mauss
Alderman
Tenth Ward
York Co.
York
Pa.

William W. Mauss - Alderman

My Commission Expires First Monday in January, 1942

Recorded July 21, 1938

Herbert L. Smith - Recorder

4160.

Evan Woodrow Shaw : KNOW ALL MEN BY THESE PRESENTS That I, the
to : undersigned, do hereby acknowledge that I have this
First National Bank & : day had and received of and from First National Bank
Trust Co. of Red Lion, : and Trust Company of Red Lion, guardian, the sum of
Guardian : Three hundred three dollars and sixty-two cents
(303.62) in full satisfaction and payment of my share of the estate of my grandmother, Matilda Shaw, late of Windsor Township, York County, Pennsylvania, deceased.

That the following is a statement of account of the First National Bank and Trust Company of Red Lion.

Receipts.

| | |
|---|---------------|
| April 18, 1932, received from Matilda Shaw Estate | \$ 267.65 |
| Interest to date | 73.64 |
| | <u>341.29</u> |

Expenditures

| | |
|---|-----------------|
| S. S. Laucks, guardian appointment | \$ 2.00 |
| Walter L. Trout, Clerk of Courts, appointment | 1.50 |
| Pennsylvania tax | 9.61 |
| First National Bank & Trust Co., commission | 16.06 |
| Notary fee | .50 |
| Herbert L. Smith, recording release | 3.00 |
| S. S. Laucks, preparing release | 6.00 |
| | <u>\$ 37.67</u> |

BALANCE DUE WARD

| |
|------------------|
| 303.62 |
| <u>\$ 341.29</u> |

That I have examined the above account and am satisfied to accept the balance shown in said account without requiring that an account be filed in the Orphans' Court of York County, Pennsylvania.

NOW THEREFORE, in consideration of the payment of the above amount to me, I, the undersigned, do hereby remise, release, quitclaim and forever discharge the First National Bank and Trust Company of Red Lion, Guardian, its successors and assigns, of and from the payment of any other or further sum as my share of the estate of Matilda Shaw, deceased, and of and from all actions, suits, claims, duties or demands whatsoever arising therefrom.

Witness my hand and seal this first day of July, 1938.

Ella M.
Gemmill
Notary Public
Red Lion
York County
Pennsylvania.

Ella M. Gemmill - N. P.
Commission expires Mar. 5, 1941

Evan Woodrow Shaw (SEAL)

Appendix A-5.2 (ScottMadden)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF YORK) SS.

On this 31st day of March A. D. 1939, before me, a Notary Public came the above named Katie Wolf (widow) and acknowledged the foregoing Deed to be her act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

Helen C. Riedel
Notary Public
York
York Co.
Pa.

Helen C. Riedel - Notary Public
My Commission Expires Aug. 2, 1942

I HEREBY CERTIFY, that the precise address of the grantee herein is 1407 E. Market St., Spring Garden Twp., York, Penna.

York Trust Co. - per Norman A. Reeser

Recorded March 31, 1939, Herbert L. Smith, Recorder

9000.

J. Edward Haugh and Ester Haugh, his wife : Mortgage Dated May 14th, 1938.
to : Upon Property Situated in Hopewell Township, York
Alma I. Bowser : County, Pennsylvania.
to : To Secure Fifteen hundred (\$1500.00) dollars
First National Bank : with interest at the rate of Six per cent. per
of Stewartstown : annum.

RECORDED in York County, Pennsylvania, on the 14th day of May Anno Domini 1939, in Mortgage Book "Vol. 10-K" at page 390.

I, Alma I. Bowser, for value received do hereby grant, bargain, sell, assign, transfer and set over unto The First National Bank of Stewartstown, Pa., their successors and assigns all my my right, title, interest and claim in the above stated Mortgage, and all moneys due or to become due thereon, and the Bond accompanying the same, and all my right, title, property and interest in and to the premises described in said mortgage.

WITNESS my hand and seal this Twenty-ninth day of March Anno Domini one thousand nine hundred and thirty-nine (1939).

Witness present at signing.

W. O. Fulton Alma I. Bowser (SEAL)

STATE OF PENNSYLVANIA)
COUNTY YORK) SS.

Before me, the subscriber, a Justice of the Peace in and for said county, personally came the above named Alma I. Bowser, and in due form of law acknowledged the above written assignment to be her act and deed, and desire the same might be recorded as such for the purpose therein mentioned.

WITNESS my hand and official seal this Twenty-ninth day of March Anno Domini one thousand nine hundred and thirty-nine (1939).

W. O. Fulton
Justice of the Peace
Stewartstown
York Co.
Pa.

W. O. Fulton (SEAL) Justice of the Peace
My commission expires January 1, 1940

I hereby certify that the precise residence of the within assignee is Stewartstown Boro, York County, Pa.

W. O. Fulton

Recorded March 31, 1939, Herbert L. Smith, Recorder

9001.

Howard E. Holland, al : KNOW ALL MEN BY THESE PRESENTS, That Howard E. Holland
to : Herbert S. Holland, surviving co-partners, trading and doing
City of York : business under the name of York Tack and Nail Works, located
in the City of York, Pennsylvania, for value received, the
receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release,

Appendix A-5.2 (ScottMadden)

566

Alta Laney
 Alberta McDonald
 C. Edward Hartley (SEAL)
 Virginia Hartley (SEAL)

Received the day of the date of the above Indenture of the above named party of the second part the sum of Fifty-five Hundred Dollars (\$5500.00), lawful money of the United States, being the consideration money above mentioned in full.

Witness: Erma G. Wolf
 Erma G. Wolf
 Erma G. Wolf
 Alta Laney
 Edna M. Briggs
 John H. Hartley
 Helen G. Long
 C. Edward Hartley

STATE OF PENNSYLVANIA)
) SS.
 COUNTY OF YORK)

On this 27th day of May A. D. 1939, before me, the subscriber, Notary Public in and for said State and County, personally came the above named Edna M. Briggs, George W. Briggs, her husband, John H. Hartley, Neva Hartley, his wife, Helen G. Long and George A. Long, her husband, who in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same might be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

Erma
 G. Wolf
 Notary Public
 York County
 York
 Pa.

Erma G. Wolf (SEAL) Notary Public
 My commission expires March 7, 1941

STATE OF W. VA.)
) SS.
 COUNTY OF OHIO)

On this 25th day of May, A. D. 1939, before me, the subscriber, a Notary Public in and for said State and County, personally came the above named C. Edward Hartley and Virginia Hartley, his wife, who in due form of law acknowledged the foregoing Indenture to be their act and deed, and desired that the same might be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

Hazel Laney
 Notary Public
 Ohio Co.
 W. Va.

Hazel Laney (SEAL) Notary Public
 My commission expires Feb. 27, 1947

I do hereby certify that the precise residence of the within named grantee is 25 South Duke Street, York, Pennsylvania. 1939. Frederick B. Gerber, Attorney for Grantee.
 Recorded June 30, 1939 - Herbert L. Smith, Recorder.

11261.

York Water Company :
 to : \$2.50
 City of York : Fed. Rev.
 : 6/30/39
 : Y.W.C.

THIS INDENTURE, Made the 26th day of June in the year of our Lord one thousand nine hundred and thirty-nine (1939),

BETWEEN The York Water Company, a corporation organized under the laws of the Commonwealth of Pennsylvania, having its principal office in the City of York, in the County of York, in said Commonwealth, party of the first part, AND The City of York, a municipal corporation created and existing under the laws of said Commonwealth, party of the second part,

WITNESSETH, That the said The York Water Company, for and in consideration of the sum of Two Thousand Five Hundred (\$2,500.00) Dollars lawful money of the United States of America, unto it well and truly paid by the said The City of York at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said The City of York, its successors and assigns,

ALL the following described piece or parcel of land located in the Ninth Ward of the City of York, York County, Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on the East side of South Penn Street at the lands now or formerly of Edna M. Briggs, John H. Hartley, Helen G. Long and C. Edward Hartloy, about to be purchased or purchased by The City of York; thence along the same North seventy-seven (77) degrees East four hundred seventy-six (476) feet, more or less, to a point on the Western bank of Codorus River; thence along said bank of said River by its various courses in a generally Southwest-erly and Westerly direction to a point on the East side of South Penn Street; thence along said side of said Penn Street one hundred seventy (170) feet, more or less, to said point and place of Beginning.

Being the same premises which William Witta and Sophia Witta, his wife, by their deed dated the 27th day of September, 1895, and recorded in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Record Book 10-K, page 540, granted and conveyed unto The York Water Company; and a part of the same premises which J. H. Baer, by his deed dated the 22nd day of March, 1883, and recorded in said Office for the Recording of Deeds, in Record Book 7-T, page 444, granted and conveyed unto The York Water Company; said The York Water Company being party of the first part hereto.

Subject, nevertheless, to the right of The City of York to maintain through the tract of land hereinbefore described a line of sewer as now constructed, the said right of said City being more fully set forth in an agreement between The York Water Company and the said City, dated the 6th day of July, 1904.

Reserving, nevertheless, to the said The York Water Company, its successors and assigns, at all times hereafter forever, the right and privilege of taking and appropriating from the Codorus River, without any liability or responsibility for loss or damage to the party of the second part, its successors or assigns, by reason of said taking or appropriating, all of the water of said River or so much thereof as may be needed by the party of the first part, its successors and assigns, for the purpose of furnishing and supplying water to the public under its corporate franchises as a water company.

It is understood and agreed, and the party of the second part evidences such understand- ing and agreement by the acceptance of this deed, that so much of the land hereinbefore con- veyed as lies South of the Northern line of the Codorus River as said line has been establish- ed by an ordinance of the City of York approved the 1st day of April, 1924, and by the Water and Power Resources Board of the Department of Forests and Waters of the Commonwealth of Pennsylvania on the 30th day of April, 1925, shall not be held or taken to be within the terms of the warranty hereinafter contained, but that as to such portion of said tract of land The York Water Company remises, releases and quit-claims unto the party of the second part, its successors and assigns, all of its estate, right, title and interest, excepting, however, the right to take water as above reserved, and that such remission, release and quit- claim shall extend not only to the tract of land as above described but as to any portion thereof which may lie Southwardly and Eastwardly of the line of the said Codorus River, which forms the Southern and Eastern boundary of the tract of land hereinbefore conveyed.

This conveyance is made under and by virtue of a resolution duly adopted by the Board of Directors of the said The York Water Company at a regular meeting thereof held on the 29th day of May, 1939, at which a quorum was present and voting, and the land so authorized to be sold and hereinbefore conveyed being no longer used or useful by the said Company in the public service.

TOGETHER with all and singular the buildings, ways, waters, water-courses, rights, liber- ties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of The York

Appendix A-5.2 (ScottMadden)

Water Company in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof,

To have and to hold the said described piece or parcel of land, the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said The City of York, its successors and assigns, to and for the only proper use and behoof of the said The City of York, its successors and assigns, forever, subject as aforesaid.

AND the said The York Water Company Does by these presents, covenant, grant and agree, to and with the said The City of York, its successors and assigns, that it, the said The York Water Company all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said The City of York, its successors and assigns, against it, the said The York Water Company and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the said The York Water Company has caused its corporate seal to be hereto affixed, duly attested, the day and year first above written.

Sealed and Delivered
in the Presence of Us:
ATTEST: Grier Hersh
Secretary

The
York Water
Company
1816

THE YORK WATER COMPANY
By Charles M. Kerr,
President.

STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS.

Be it remembered that on the 26th day of June, A. D. 1939, before me, the subscriber, a Notary Public of said State, residing in the City of York, in said County, personally appeared Charles M. Kerr, President of the above named The York Water Company, who, having been duly sworn, did depose and say that he was personally present at the execution of the above Indenture, and saw the common seal of said corporation of The York Water Company duly affixed thereto, and that the seal so affixed is the common and corporate seal of the said The York Water Company, and that the said Indenture was duly signed, sealed and delivered as and for the act and deed of the said corporation to the intent and purposes therein mentioned, and that the name of Charles M. Kerr as President of said corporation, in attestation of the due execution and delivery of the said Indenture, is of this deponent's own proper handwriting.

Charles M. Kerr

Sworn and subscribed before me the day and year aforesaid.

Sarah
M. Shorb
Notary Public
York County
York
Pennsylvania

Sarah M. Shorb - Notary Public
My Commission expires February 15, 1941

I hereby certify that the precise Residence of the within
grantee or grantees is, 25 South Duke St., York, Pa.

Frederick B. Gerber, Atty. for Grantee

Recorded June 30, 1939 - Herbert L. Smith, Recorder.

11262.

Hattie M. Hollerbush Est. :
to : \$4.00
William H. Stock, ux : Fed. Rev.
6/30/39
R.S.F.

THIS INDENTURE, Made the 30th day of June in
the year of our Lord one thousand nine hundred and
Thirty Nine.

BETWEEN LILLIE WESTHAFER, widow, of the Borough of New Cumberland, Cumberland County, Pennsylvania; MARY E. HOOVER, single woman, ANNIE HALE and LEWIS HALE, her husband, of the Borough of North York; and, WILLIAM H. HOOVER and DAISY HOOVER, his wife, of the Township of Conewago, York County, Pennsylvania; grantors and parties of the first part, a n d, WILLIAM H. STOCK and GRACE M. STOCK, husband and wife,

Appendix A-5.2 (ScottMadden)

as Louis B. Hafer.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, the said Helen M. Hafer for and in consideration of the premises and for and in consideration of the payment to me of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged do hereby assign, reassign, transfer, release and set over unto the said L. Bernard Hafer, sometimes known as Louis B. Hafer, and to his executors, administrators or assigns, all and every the interest in said trust fund which was assigned to me by virtue of the indenture dated October 26, 1938; and I do hereby authorize and empower the said Louis B. Hafer, his executors, administrators and assigns to take, receive and hold the same to and for his or their use and benefit, and to make all necessary receipts and acquittances therefor necessary. And I do by these presents intend to legally bind myself, my heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

WITNESS: Harry C. Naill Helen M. Hafer (SEAL)

STATE OF PENNSYLVANIA)
COUNTY OF YORK)

SS.

On the 9th day of January, A. D. 1941, personally appeared before me, a Justice of the Peace, in and for said County and State, the above named Helen M. Hafer, and acknowledged the foregoing Assignment to be her act and deed, and desired that the same be recorded as such, according to law.

WITNESS my hand and official seal.

Harry C. Naill
Justice of the Peace
Hanover York Co. Pa.

Harry C. Naill, J. P.
My Commission Expires First Monday of Jan. 1944

Recorded January 10, 1941, Herbert L. Smith, Recorder

23395.

City of York : THIS AGREEMENT, made the 30th day of September in the
to : year of our Lord one thousand nine hundred forty (1940),
York Water Co. : BETWEEN The City of York, a municipal corporation creat-
ed under the laws of the State of Pennsylvania, party of the first
part, AND The York Water Company, a corporation organized under the laws of said State of
Pennsylvania, having its principal office in the City of York, in the County of York and
State of Pennsylvania, party of the second part, WITNESSETH:

That the party of the first part, for and in consideration of the sum of One (\$1.00)
Dollar to it in hand paid by the party of the second part, the receipt whereof is hereby ac-
knowledged, has granted and conveyed, and by these presents does grant and convey, unto the
said The York Water Company, its successors and assigns, the right, liberty and privilege to
enter upon, ditch, lay, use and maintain its pipe or pipes in, along and under all that cer-
tain strip of land situate, lying and being in the Township of Manchester, in the County of
York and State of Pennsylvania, having a uniform width of twenty (20) feet, and lying ten
(10) feet on each side of the center line thereof, which center line is bounded and described
as follows, to wit:

Beginning at a point in the eastern line of a public road leading from the Borough of
North York to Loucks' Mill, where said public road bears eastwardly to the bridge crossing
the Codorus Creek and commonly known as Loucks' Mill Bridge; thence across lands of the said
The City of York South sixty-seven (67) degrees thirty (30) minutes East one hundred fifteen
(115) feet to a point in or near the bank of the Codorus Creek.

With the right from time to time and at all times hereafter to renew, repair and relay
such pipe or pipes laid or to be laid under the rights, liberties, and privileges herein

granted.

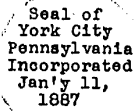
Nothing herein contained shall give to the party of the second part, its successors and assigns, the right to use the surface of the land over the said pipe or pipes except as may be required for the purposes of this agreement.

For and in consideration of the premises the party of the second part agrees to indemnify and save harmless the party of the first part, its successors and assigns, of and from all loss or damage incident to the construction, maintenance and repair of the said pipe or pipes.

The location of the right of way herein granted is more fully shown by draft or blueprint thereof hereto attached and made a part hereof.

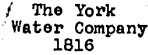
IN WITNESS WHEREOF, the said parties have hereunto caused their corporate seals to be affixed, duly attested, the day and year first above written.

ATTEST: Henry Butler
City Clerk



THE CITY OF YORK
By Harry B. Anstine

ATTEST: Grier Hersh
Secretary



THE YORK WATER COMPANY
By W. F. O. Rosenmiller, President

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF YORK)

Be it remembered that on the 30th day of September, A. D. 1940, before me, the subscriber, a Notary Public of said State, residing in the City of York, in said County, personally appeared Harry B. Anstine, Mayor of the above named The City of York, who, having been duly sworn, did depose and say that he was personally present at the execution of the above Agreement, and saw the common seal of said municipal corporation of The City of York duly affixed thereto, and that the seal so affixed is the common and corporate seal of the said The City of York, and that the said Agreement was duly signed, sealed and delivered as and for the act and deed of the said municipal corporation to the intent and purposes therein mentioned, and that the name of Harry B. Anstine, as Mayor of said municipal corporation, in attestation of the due execution and delivery of the said Agreement, is of this deponent's own proper handwriting.

Harry B. Anstine

Sworn and subscribed before me the day and year aforesaid.

Nelson R. Cousler
Notary Public
York
York County
Pa.

Nelson R. Cousler, Notary Public

My commission expires at the end of the next session of the Senate

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF YORK)

Be it remembered that on the 30th day of September, A. D. 1940, before me, the subscriber, a Notary Public of said State, residing in the City of York, in said County, personally appeared W. F. O. Rosenmiller, President of the above named The York Water Company, who, having been duly sworn did depose and saw that he was personally present at the execution of the above Agreement, and saw the common seal of said corporation of The York Water Company duly affixed thereto, and that the seal so affixed is the common and corporate seal of the said The York Water Company, and that the said Agreement was duly signed, sealed and delivered as and for the act and deed of the said corporation to the intent and purposes therein mentioned, and that the name of W. F. O. Rosenmiller, as President

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right to trim, cut or remove trees, underbrush and other obstructions that are within six (6) feet of any wire strung on said line; provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantee in maintaining said line, shall be borne by said Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line, provided that such use shall not interfere with or obstruct the rights herein granted.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

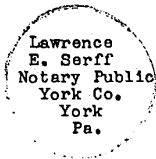
IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written.

WITNESS: Russell J. Baker (SEAL)
Lawrence E. Serff H V F Bessie E. Baker (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF YORK) SS.

On this 11th day of August 1941, before me the subscriber, a Notary Public in and for the Commonwealth aforesaid, personally appeared the above named Russell J. Baker and Bessie E. Baker, his wife and acknowledged the foregoing instrument to be their act and deed and desired the same to be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.



Lawrence E. Serff, (Notary Public)
My Commission Expires May 2, 1943

Recorded September 12, 1941 - Herbert L. Smith, Recorder.

30028.

Ray S. Noonan ux : WHEREAS, Ray S. Noonan and Ella O. Noonan, his wife, are the
to : owners of a certain tract of land in the City of York, Pennsylvania,
City of York : and acting under the name of York Housing Corporation, have laid
out said tract in residential lots to be known as "Park Village", a plan of which tract has
been approved by the City Planning Commission, of York, Pennsylvania, on May 26, 1941 and
which plan is recorded in the Office of the Recorder of Deeds of York County in Record Book
28-K, page 702; and,

WHEREAS, The City of York, Pennsylvania, is about to build a sanitary sewer, and in the future may have need of building a storm water sewer through said tract.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Ray S. Noonan and Ella O. Noonan, his wife, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to the undersigned, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right and privilege to construct, maintain, operate and use, in, on and across the land of the said Ray S. Noonan and Ella O. Noonan, his wife, a sanitary sewer and a storm water sewer, including manholes, laterals and other appurtenances, which sewers shall follow the rights of way described as follows:

- 1. The center line of said right of way begins at a point on the north side of the alley north of Roosevelt Avenue, said point being on the division line between Lots #116 and 117, said point also being located 263 feet southeastwardly from the northeast corner of

the intersection of said alley north of Roosevelt Avenue and Maryland Avenue, and running thence over and along the dividing line between Lots #116 and 117 North $24^{\circ} 04' 30''$ East 84.18 feet to a point on the south side of the circle forming the southern end of Irwin Court, said last mentioned point being on a line drawn South $3^{\circ} 22' 00''$ West 40 feet from the center of said circle forming the southern end of Irwin Court.

The eastern and western lines of said right-of-way are hereby fixed and designated at 10 feet on each side of, and parallel with said above described center line.

2. The center line of said right of way begins at a point on the north side of Noonan Road, said point being located on the division line between Lots #54 and 55, said point also being located 302.54 feet northwestwardly as measured along the north line of Noonan Road from the northwest corner of the intersection of said Noonan Road with Pennsylvania Avenue and running thence over and along the dividing line between Lots #54, 55, 65 and 66, over and across Village Road, and over and across the dividing line between Lots #92, 93, 78 and 79 North $35^{\circ} 12' 50''$ East 481.21 feet to a point on the south side of Wood Street, said last mentioned point being 284.68 feet westwardly as measured along the south line of Wood Street, from the southwest corner of the intersection of Wood Street with Pennsylvania Avenue.

The eastern and western lines of said right of way are hereby fixed and designated at 10 feet on each side of, and parallel with said above described center line.

3. The center line of said right of way begins at a point on the north side of Elm Terrace, said point being on the division line between Lots #32 and 33, said point also being located 227.23 feet northwestwardly as measured along the north line of said Elm Terrace from the northwest corner of the intersection of Pennsylvania Avenue and Elm Terrace, and running thence over and along the dividing line between Lots #32, 33, 41, and 42 North $35^{\circ} 08' 30''$ East 201.44 feet to a point on the South side of Noonan Road, said last mentioned point being located 292.92 feet northwestwardly as measured along the south line of Noonan Road from the southwest corner of the intersection of Noonan Road with Pennsylvania Avenue.

The eastern and western lines of said right of way are hereby fixed and designated at 10 feet on each side of, and parallel with said above described center line. together with the right and privilege to repair, remove and reconstruct the same, and together with the right and privilege of free and uninterrupted access thereto at any and all times, for each and every of said purposes, including workman, tools, machinery and appliances.

TO HAVE AND TO HOLD, the rights and privileges hereby granted unto the said City of York, Pennsylvania, its successors and assigns, to and for the only proper use of the City of York, Pennsylvania, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 11th day of September, 1941.

Edward J. Ward

Ray S. Noonan (SEAL)

Ella O. Noonan (SEAL)

STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS:

On this 11th day of September, 1941, before me, A Notary Public in and for said County and State, personally came the above named Ray S. Noonan and Ella O. Noonan, his wife, and acknowledged the foregoing Instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

Pauline M. Miller
Notary Public
York Co.
York
Pa.

Pauline M. Miller, Notary Public
My Commission Expires September 7, 1942

Recorded September 12, 1941 - Herbert L. Smith, Recorder.

30029.

Maryland and Pennsylvania ;
Railroad Company ;
to ;
City of York ;

THIS AGREEMENT, made on August 19th, 1941, by and between MARYLAND AND PENNSYLVANIA RAILROAD COMPANY, hereinafter called the "Railroad Company", party of the first part, and City of York, Pennsylvania, a

corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Licensee", party of the second part.

WHEREAS, the above named Licensee desires to construct and maintain certain reinforced concrete storm water sewer and appurtenances, across the right of way or property of the Railroad Company, beginning at the intersection of Glen Alley and Powder Alley, York, Pa., thence in a southwestwardly direction and parallel with East Philadelphia Street 150 feet to a point in the reinforced concrete tubes of the Works Projects Administration Poor House Run Project, as shown by plan hereinafter referred to, for purpose of conveying storm water drainage.

WITNESSETH, that the Railroad Company, in consideration of the covenants and agreements hereinafter mentioned, and of the advantages accruing to it as a result of the disposal of storm water under the plan of the Licensee for construction of the aforesaid sewer, hereby grants the Licensee insofar as the Railroad Company's present title enables it so to do, the right to construct, use, maintain and renew the said sewer at the said location upon and under the following terms and conditions, to wit:

- 1. The location of the said sewer shall be as set forth and shown on plan dated December 8, 1939, blue print of which is attached hereto and made a part hereof.
2. The said sewer shall be of such material and shall be constructed, maintained, renewed and operated as shall be satisfactory to and approved by the President of the Railroad Company, or his duly authorized agent; and the Licensee shall and will at all times during the continuance of this agreement keep the said sewer and appurtenances in good order and repair.
3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the said sewer, it shall submit plans to the Railroad Company and procure the written approval of the Railroad Company thereto before any work or alterations of the structure is performed, and the terms and conditions of this contract with respect to the original construction shall apply thereto.
4. The Licensee shall at all times be obligated promptly to maintain, repair and renew said sewer; and shall in any event upon notice in writing from the Railroad Company

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 11th day of September, 1941.

Edward J. Ward

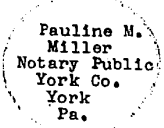
Ray S. Noonan (SEAL)

Ella O. Noonan (SEAL)

STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS:

On this 11th day of September, 1941, before me, A Notary Public in and for said County and State, personally came the above named Ray S. Noonan and Ella O. Noonan, his wife, and acknowledged the foregoing Instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.



Pauline M. Miller, Notary Public
My Commission Expires September 7, 1942

Recorded September 12, 1941 - Herbert L. Smith, Recorder.

30029.

Maryland and Pennsylvania ;
Railroad Company ;
to ;
City of York ;

THIS AGREEMENT, made on August 19th, 1941, by and between MARYLAND AND PENNSYLVANIA RAILROAD COMPANY, hereinafter called the "Railroad Company", party of the first part, and City of York, Pennsylvania, a

corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Licensee", party of the second part.

WHEREAS, the above named Licensee desires to construct and maintain certain reinforced concrete storm water sewer and appurtenances, across the right of way or property of the Railroad Company, beginning at the intersection of Glen Alley and Powder Alley, York, Pa., thence in a southwestwardly direction and parallel with East Philadelphia Street 150 feet to a point in the reinforced concrete tubes of the Works Projects Administration Poor House Run Project, as shown by plan hereinafter referred to, for purpose of conveying storm water drainage.

WITNESSETH, that the Railroad Company, in consideration of the covenants and agreements hereinafter mentioned, and of the advantages accruing to it as a result of the disposal of storm water under the plan of the Licensee for construction of the aforesaid sewer, hereby grants the Licensee insofar as the Railroad Company's present title enables it so to do, the right to construct, use, maintain and renew the said sewer at the said location upon and under the following terms and conditions, to wit:

1. The location of the said sewer shall be as set forth and shown on plan dated December 8, 1939, blue print of which is attached hereto and made a part hereof.
2. The said sewer shall be of such material and shall be constructed, maintained, renewed and operated as shall be satisfactory to and approved by the President of the Railroad Company, or his duly authorized agent; and the Licensee shall and will at all times during the continuance of this agreement keep the said sewer and appurtenances in good order and repair.
3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the said sewer, it shall submit plans to the Railroad Company and procure the written approval of the Railroad Company thereto before any work or alterations of the structure is performed, and the terms and conditions of this contract with respect to the original construction shall apply thereto.
4. The Licensee shall at all times be obligated promptly to maintain, repair and renew said sewer; and shall in any event upon notice in writing from the Railroad Company

requiring it so to do, promptly make such repairs and renewals thereto as may be required by the Railroad Company, or the Railroad Company, in case of an emergency and for the purpose of protecting and safeguarding its property, traffic, patrons, or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary.

5. All work herein contemplated, of whatever nature and for whatever purpose when done, shall be done and performed by the Licensee, and at such time and in such manner as may be approved by the President of the Railroad Company or his duly authorized agent; or, the Railroad Company may from time to time perform such emergency or other work made necessary to insure the safe and uninterrupted operation of the railroad of the Railroad Company.

6. The supervision of the work performed and the approval of the material used in construction, maintenance, repair, and renewals, alterations or adjustments of the facilities covered by this agreement shall be within the jurisdictional rights of the Railroad Company.

7. If the Railroad Company deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of said sewer and appurtenances, to place watchmen or flagmen for the protection of the property owned or in possession or control of the Railroad Company or its employees, patrons or licensees, the Railroad Company shall have the right so to do, and the Licensee shall upon bill being rendered, pay or refund the cost and expense thereof, but failure of the said Railroad Company so to do, or failure or neglect of such watchmen or flagmen shall in no event be construed as in any manner or degree affecting any obligations of the Licensee as provided for in Articles 8 and 9 hereof.

8. In the event that the Railroad Company shall do and perform any of the work herein mentioned or contemplated, whether of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the said sewer for and at the expense of the Licensee, said Licensee covenants and agrees to and shall indemnify, protect and save harmless the Railroad Company from all loss and damage to property, or injury to or death of persons growing out of or resulting from the performance of said work when not attributable to the fault, failure or negligence of the Railroad Company, except that if such loss, injury or damage shall be caused by the joint or concurring negligence of both parties hereto, the same shall be borne by them equally.

9. (a) It is understood between the parties hereto that the operations of the Railroad Company involve some risk and the Licensee, as part of the consideration for this grant, hereby releases and waives any right to ask for or demand payment for or on account of loss of or damage to the said sewer of the Licensee located on the property of the Rail-

road Company, including the loss of or interference with service thereof.

(b) Except as provided in Article 8 hereof, the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad Company from and against all cost or expense resulting from any and all losses, damages, (including personal injuries), suits, claims, demands, costs and charges which the said Railroad Company may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, use, maintenance, relocation or removal of the said sewer, on or from the premises of the Railroad Company, whether such losses and damages be suffered or sustained

by the Railroad Company directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents, who may seek to hold the Railroad Company liable therefor.

10. All cost and expense, in connection with the installation, maintenance, repairs, renewals, alterations, adjustments or removal of said sewers, including removal, replacement and maintenance of tracks or other facilities of the Railroad Company or its tenants, shall be borne by the Licensee, and in the event of work being performed or materials being furnished by the Railroad Company under its stipulated right to perform work of installation, maintenance, repairs, relocation, and renewals, alterations, adjustments or removal under any section hereof, the cost so incurred, together with fifteen per centum (15%) for supervision and use of tools, shall be paid by the Licensee within thirty (30) days after presentation of bills.

11. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer thereof shall be made, or other use permitted than the purpose stated in the preamble, without the consent and agreement in writing of the Railroad Company first being had and obtained.

12. This agreement is subject to the approval of the Pennsylvania Public Utility Commission and shall take effect as of the date of the approval of said Commission.

IN WITNESS WHEREOF, the said parties hereto have caused this agreement to be executed the day and year first hereinabove written.

ATTEST:

L. W. Davison,
Asst. Secretary



MARYLAND AND PENNSYLVANIA RAILROAD COMPANY

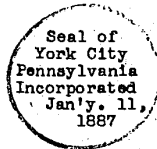
By O. H. Nance, President

ATTEST:

Henry Butler,
City Clerk

CITY OF YORK, PENNSYLVANIA

By Harry B. Anstine, Mayor



STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 19th day of August A.D. 1941, before me, the subscriber, a Notary Public commissioned for Baltimore County, Maryland, personally appeared O. H. Nance, President of the said Maryland and Pennsylvania Railroad Company, who being duly affirmed according to law, deposes and says that he was personally present at the execution of the foregoing Instrument, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Instrument was duly sealed and delivered by him as President of the said Corporation, as and for the act and deed of the said corporation, for the uses and purposes therein mentioned, and that the name of this deponent as President and of L. W. Davison as Assistant Secretary of the said corporation, subscribed to the said Instrument in attestation of its due execution and delivery are of their and each of their respective handwritings.

O. H. Nance

Appendix A-5.2 (ScottMadden)

272

Affirmed and subscribed before me the day and year aforesaid.

WITNESS my hand and Notarial seal.

Edward J. Weber
Notary Public
Baltimore
County
Md.

Edward J. Weber, Notary Public
My Commission Expires May 3, 1943

STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS:

On this 12th day of August, A.D. 1941, before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, personally appeared Harry B. Anstine, Mayor of the said City of York, who being duly affirmed according to law, says that he was personally present at the execution of the foregoing Instrument and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Instrument was duly sealed and delivered by him as Mayor of the said municipal corporation as and for the act and deed of the said corporation, for the uses and purposes therein mentioned and that the name of this deponent as Mayor and of Henry Butler as City Clerk of the said municipal corporation, subscribed to the said Instrument in attestation of its due execution and delivery and of their and each of their respective handwritings.

Harry B. Anstine, Mayor

Affirmed and subscribed before me the day and year aforesaid.

Nelson R. Cousler
Notary Public
York County
Pa.

Nelson R. Cousler, Notary Public
My Commission Expires Jan. 27, 1945

I, William E. Crowley, trading as York Independent Oil Company, of York, Pennsylvania, being the lessee of a portion of the strip of land described in the within right of way agreement, for value received, hereby consent to the granting of the said right of way to the City of York and agree to subordinate my rights under my lease to the rights of the City of York under the within right of way agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of August, A.D. 1941.

Nelson R. Cousler

William E. Crowley (SEAL)
Trading as York Independent Oil Company.

STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS:

On this 8th day of August, 1941, personally appeared before me, a Notary Public in and for said County and State, William E. Crowley, trading as York Independent Oil Company, and in due form of law acknowledged the foregoing agreement to be his act and deed to the end that the same might be recorded as such, according to law.

WITNESS my hand and notarial seal the day and year aforesaid.

Nelson R. Cousler
Notary Public
York County
Pa.

Nelson R. Cousler, Notary Public
My Commission Expires Jan. 27, 1945

Recorded September 12, 1941 -- Herbert L. Smith, Recorder.

30035.

Mary A. Paules Est :
to
Kate Shellenberger :

\$3.85
Fed. Rev
9/12/41
M.A.F.

THIS INDENTURE, Made the twenty-first day of July in the year of our Lord one thousand nine hundred and forty-one (1941).

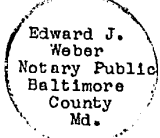
BETWEEN Mary Ann Petrow and Stephen H. Petrow, her husband; Bertha C. Peeling and Horace K. Peeling, her husband; Urias S. Paules and Carrie

Appendix A-5.2 (ScottMadden)

272

Affirmed and subscribed before me the day and year aforesaid.

WITNESS my hand and Notarial seal.



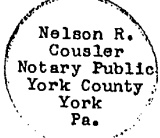
Edward J. Weber, Notary Public
My Commission Expires May 3, 1943

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

On this 12th day of August, A.D. 1941, before me, the subscriber, a Notary Public commissioned for the City of York, York County, Pennsylvania, personally appeared Harry B. Anstine, Mayor of the said City of York, who being duly affirmed according to law, says that he was personally present at the execution of the foregoing Instrument and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Instrument was duly sealed and delivered by him as Mayor of the said municipal corporation as and for the act and deed of the said corporation, for the uses and purposes therein mentioned and that the name of this deponent as Mayor and of Henry Butler as City Clerk of the said municipal corporation, subscribed to the said Instrument in attestation of its due execution and delivery and of their and each of their respective handwritings.

Harry B. Anstine, Mayor

Affirmed and subscribed before me the day and year aforesaid.



Nelson R. Cousler, Notary Public
My Commission Expires Jan. 27, 1945

I, William E. Crowley, trading as York Independent Oil Company, of York, Pennsylvania, being the lessee of a portion of the strip of land described in the within right of way agreement, for value received, hereby consent to the granting of the said right of way to the City of York and agree to subordinate my rights under my lease to the rights of the City of York under the within right of way agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of August, A.D. 1941.

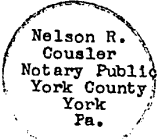
Nelson R. Cousler

William E. Crowley (SEAL)
Trading as York Independent Oil Company.

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

On this 8th day of August, 1941, personally appeared before me, a Notary Public in and for said County and State, William E. Crowley, trading as York Independent Oil Company, and in due form of law acknowledged the foregoing agreement to be his act and deed to the end that the same might be recorded as such, according to law.

WITNESS my hand and notarial seal the day and year aforesaid.



Nelson R. Cousler, Notary Public
My Commission Expires Jan. 27, 1945

Recorded September 12, 1941 - Herbert L. Smith, Recorder.

30033.

Mary A. Paules Est :
to :
Kate Shellenberger :

\$3.85
Fed. Rev.
9/12/41
M.A.F.

THIS INDENTURE, Made the twenty-first day of July in the year of our Lord one thousand nine hundred and forty-one(1941).

BETWEEN Mary Ann Petrow and Stephen H. Petrow, her husband; Bertha C. Peeling and Horace K. Peeling, her husband; Urias S. Paules and Carrie

Appendix A-5.2 (ScottMadden)

Little; thence along said house westward eighteen (18) inches; thence through the center of said double house northward to said West Market Street; thence along said West Market Street westward fifteen feet, more or less, to the place of beginning.

Containing in front on said West Market Street fifteen (15) feet, more or less, and extending in length or depth two hundred and thirty (230) feet, more or less, to said public alley, And having a width on said alley of sixteen (16) feet, more or less.

Being the same premises which Samuel W. Emig, single man, by his deed dated April 5, 1919, and recorded in the office of the Recorder of Deeds for York County, Pennsylvania, in Deed Book 21-B at page 106, granted and conveyed unto George E. Thomas. And the said George E. Thomas being so thereof seized of the hereinbefore described property died intestate on the 11th. day of February, 1934, leaving to survive him as his sole heirs at law, his widow, Amelia Burger Thomas and a son, Harry B. Thomas, to whom the title to the within described premises descended under the intestate laws of the Commonwealth of Pennsylvania, and the said widow, and son, together with the latter's wife, are the grantors herein.

AND the said grantors, do hereby covenant that they will WARRANT generally the property hereby conveyed.

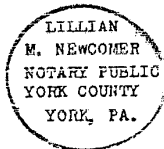
IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of
Charles F. Borgel
Lillian M. Newcomer
Amelia Burger Thomas (SEAL)
Harry B. Thomas (SEAL)
Ann I. Thomas (SEAL)

State of Pennsylvania)
)SS.
County of York,)

On this, the Seventh day of July 1945, before me, a Notary Public in and for said State and County, the undersigned officer, personally appeared Amelia Burger Thomas, widow, Harry B. Thomas and Ann I. Thomas, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Lillian M. Newcomer
Notary Public
My Commission Expires
March 5, 1949.

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is 728 E. Philadelphia St., York, Pa.

Ruth R. Winston

Recorded July 7, 1945 -- Elmer C. Myers, Recorder.

---0---

33038/
FANNIE M. FREE, al. :
TO : KNOW ALL MEN BY THESE PRESENCE:
THE CITY OF YORK, PA. : WHEREAS, Fannie M. Free and Mary F. Lenker acquired title to a certain tract of land situate: partly in North York Borough, partly in Manchester Township and partly in West Manchester Township, York County, Pa., by deed of conveyance, executed, acknowledged and delivered on the 7th day of March, 1944 by Harry R. Lenker, Executor of the last Will of Harry A. Free, deceased, which deed is recorded

in the Office of the Recorder of Deeds of York County, Pa., in Deed Book 30 F; at Page 552 etc., which land is subject to the easement herein created.

WITNESSETH: That we, Fannie M. Free, Mary F. Lenker and Harry R. Lenker, her husband, in consideration of the sum of One (\$1.00) Dollar, and certain other valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto The City of York, Pa., its successors and assigns, a certain easement consisting of the right to construct a sanitary sewer and laterals thereto beneath the surface of the soil of the premises hereinbefore mentioned and shall be located as follows:

Beginning at a point approximately twenty (20) feet northwardly from the center of Willis' Run, and fifteen (15) feet west of the eastern side of a ten (10) feet wide private alley, thence extending northwardly and parallel with said ten (10) feet wide alley two hundred and fifteen (215) feet to a point near the Prospect Hill cemetery stone wall, so that the City of York, Pa., its successors and assigns, may be enabled to construct and maintain a sanitary sewer and laterals thereto, including man-holes and other appurtenances, including the privilege of access thereto at all times for its maintenance, operation and use, and the repair and cleaning such sanitary sewer, man-holes and other appurtenances.

In witness whereof we have hereunto set our hands and seals this 30th day of June, 1945.

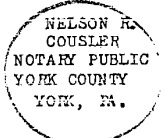
Witness Present:

Nancy Lenker
Ethel Weigel

Fannie M. Free (SEAL)
Mary F. Lenker (SEAL)
Harry R. Lenker (SEAL)

State of Pennsylvania)
 :SS.
County of York,)

Personally appeared before me, a Notary Public in and for said County and State, Fanny M. Free, Mary F. Lenker, and Harry R. Lenker, who acknowledged this Indenture to be their all and deed to the end that the same may be recorded as such.



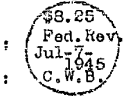
Nelson R. Cousler
Notary Public
My Commission Expires
January 27, 1949

Recorded July 7, 1945,
Elmer C. Myers, Recorder.

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33039,

CHARLES W. BAUMGARDNER,
TO
STEWART B. BANKERT, ux.



THIS DEED, MADE the 7th day of July in
the year of our Lord one thousand nine hundred forty-five (1945),
BETWEEN Charles W. Baumgardner (widower), of West Manheim

Township, County of York, and State of Pennsylvania, Grantor, and Stewart B. Bankert and his wife, Ruth V. Bankert, of said West Manheim Township, County and State aforesaid, as tenants by entireties, Grantees:

WITNESSETH, that in consideration of Seven Thousand Five Hundred (\$7,500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantees,

All the following described tract or lot of land, with the improvements thereon erected, situate, lying and being in West Manheim Township, County of York, and State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a point for a corner at the State Highway, at a fourteen feet wide alley

Appendix A-5.2 (ScottMadden)

162

every other person lawfully claiming or who shall hereafter claim the same or any part thereof, IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered

C. H. Zeigler (SEAL)

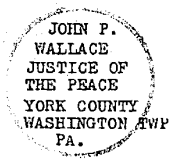
in the Presence of

John P. Wallace

COMMONWEALTH OF PENNSYLVANIA)
:SS,
COUNTY OF YORK,)

On this Fifth day of August A. D. 1941, before me, a Justice of the Peace in and for said State & County came the above named Charles H. Zeigler and acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

WITNESS my hand and Official seal, the day and year aforesaid.



John P. Wallace

Justice of the Peace

My Commission expires on the

First Monday in January, 1946.

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is East Berlin R. D. # 1. October 20, 1945.

C. H. Zeigler

Recorded October 20, 1945,

Elmer C. Myers, Recorder.

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36130.

MOTOR FREIGHT EXPRESS, INC. :

TO :

AGREEMENT

CITY OF YORK, PENNSYLVANIA. :

entered into this 3rd day of Oct. 1945, between Motor Freight Express, Inc., a Pennsylvania Corporation, here-

inafter called the first party, and the City of York, Pennsylvania, a municipality hereinafter called the second party.

In consideration of the premises, together with the promises made one to the other, it is mutually agreed as follows:

The first party does hereby grant and convey to the second party, its successors and assigns, an easement, consisting of a public water course over, under and upon its premises acquired by Deed of Conveyance, dated September 13, 1932, from Daniel O. Lebowitz, et ux, recorded in the Office of the Recorder of Deeds of York County, October 19, 1932, in Deed Book 25-J at Page 299, etc., which water course is defined, fixed and established in accordance with the following description, to wit:

The center line of said water course shall begin at a point on the Northern alley line of East Newton Alley, three hundred fifty seven (357) feet Eastwardly from the eastern curb line of Fulton Street, measured along the northern side of East Newton Alley; thence said center line extends in a northwardly direction, nine (9) feet from and parallel to the Motor Freight Express, Inc. eastern property line one hundred thirty one and sixty seven one hundredths (131.67) feet to the Southern street line of East King Street, said point is three hundred forty seven and thirty three one hundredths (347.33) feet from the southeast corner of Fulton Street and East King Street, measured along the southern side of East King Street. Said right of way is ten (10) feet in width and the Eastern and Western sides are five (5) feet distant

from and parallel to said above described center line.

The same to be subject to the flow of storm water, over and upon its surface from higher levels flowing from East Newton Alley, by a slope of not less than 0.5% to East King Street, a public highway in said City; under drains may be installed but the surface drainage must be maintained.

The first party agrees to save harmless the second party and will assume responsibility during its ownership of the premises herein made perpetually subject to said public water course, for or by reason of the flow of surface water over and under the public water course located and described herein, as well as after its discharge into East King Street or adjacent lands.

The second party does hereby agree, in consideration of the grant of said water course by the first party, to establish by Ordinance, the grades of East Newton Alley, located in the 12th Ward of said City of York, between Fulton Street and Stanley Place, described as follows_

The center line grade begins at the Eastern curb line of Fulton Street with an elevation of three hundred eighty five and twenty four one hundredths (385.24) feet; thence by an ascending grade of two and fourteen one-hundredths (2.14%) per cent for a distance of forty (40) feet to a grade elevation of three hundred eighty six and one tenth (386.1) feet; thence by a descending grade of 0.505% for a distance of three hundred seventeen (317) feet to a grade elevation of three hundred eighty four and five tenths (384.5) feet, said point is the intersection of the center line of East Newton Alley and the center line of said public water course; thence by an ascending grade of 0.97% for a distance of ninety three (93) feet to a grade elevation of three hundred eighty five and four tenths (385.4) feet; thence by a descending grade to the Western curb line of Stanley Place to a grade elevation of three hundred eighty-five and five one hundredths (385.05) feet.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by its President and Mayor and Attested by its Secretary and City Clerk, and have caused the respective corporate seals to be hereto affixed the day and year first above written.

ATTEST:

N. A. Ferris, Jr.
Secretary

ATTEST:

Henry Butler
City Clerk



MOTOR FREIGHT EXPRESS, INC.

By S. C. Hoffberger
President

CITY OF YORK, PENNSYLVANIA

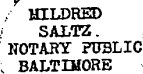
By John L. Snyder
Mayor

STATE OF MARYLAND :
:SS.
CITY OF BALTIMORE :

BE IT REMEMBERED that on the 3rd day of October A. D. 1945, before me, a Notary Public in and for said County and State, personally appeared Saul C. Hoffberger, President of the Motor Freight Express, Inc., of York, Pennsylvania, the above named, who being duly sworn deposes and says that he was personally present at the execution of the agreement and saw the common seal of the said Motor Freight Express, Inc., duly affixed thereto; that the seal so affixed is the common and corporate seal of the said Motor Freight Express, Inc.; that therefore said agreement was duly signed, sealed and delivered by, as and for the act and deed of the said Motor Freight Express, Inc. for the uses and purposes therein mentioned, and that the name of this deponent subscribed to the said agreement as President of the Motor Freight Express, Inc., in attestation of the due execution and delivery of the same, is in this deponent's own proper handwriting.

Affirmed and subscribed to before me this 3rd day of Oct. A.D. 1945.

Mildred Saltz
Notary Public



Saul C. Hoffberger
President

My commission expires, 5/5/47.

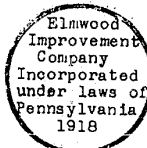
ledgment this Deed, before any person having authority by the laws of the Commonwealth of Pennsylvania, to take such acknowledgment, to the intent that the same may be duly recorded.

This Deed is made under and by virtue of a resolution of the Board of Directors of the grantor, duly passed at a regular meeting thereof held on the 10th day of April A. D. 1947, a full quorum being present, authorizing and directing the same to be made and done.

IN WITNESS WHEREOF, The said Corporation party of the first part, has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary. Dated the day and year first above written.

Attest:

Elmer R. Fink
Secy.



ELMWOOD IMPROVEMENT COMPANY

By J. Edgar Small
President.

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF YORK) ss.

I hereby certify that on this 10th day of April, A. D. 1947, before me, the subscriber, a Notary Public, in and for the County of York, and Commonwealth of Pennsylvania, personally appeared J. Edgar Small, Esq. the attorney named in the foregoing Deed, and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said Deed to be the act of the said Elmwood Improvement Company to the end that it may be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Helen E. Brandt
Notary Public

My commission expires January 7, 1951

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is 32 West King Street, York, Pennsylvania (4th Ward).

April 10, 1947

K. F. Ralph Rochow
Attorney for Grantee

Recorded April 10, 1947 - Elmer C. Myers, Recorder.

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20131.4

Pauline Lipsitz Lavetan :
To : THIS AGREEMENT Made this 18th day of March, 1947,
City of York : between Pauline Lipsitz Lavetan, widow, of the City of York,
Pennsylvania, a corporation organized and existing under the laws of the Commonwealth of
Pennsylvania, party of the second part:

WHEREAS, the party of the second part desired to construct and maintain a certain concrete storm water sewer and appurtenances across property of the party of the first part situate on the south side of and known as No. 630 Linden Avenue in the City of York, Pennsylvania, for the purpose of conveying storm water drainage from Linden Avenue to Bruce Alley;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter mentioned and of the advantages accruing to both parties hereto as a result of the disposal of storm water under the plan of the City of York for construction of the aforesaid sewer, the parties hereto agree as follows:

Appendix A-5.2 (ScottMadden)

1. The party of the first part hereby grants to the City of York the right to construct, use, maintain and renew the said storm water sewer across and upon the property of the party of the first part.

2. The right of way for the said sewer shall be six feet in width, the eastern and western sides thereof being three feet distant from and parallel with the following described center line:

Beginning at a point on the southern street line of Linden Avenue, said point of beginning being located two hundred sixty nine and five tenths (269.5) feet westwardly from the southwest corner of Linden Avenue and West Street as measured on the southern street line of Linden Avenue; thence through lands of Pauline Lipsitz Lavetan, the party of the first part hereof, by a true meridian course of south 54° 49' 37" east one hundred sixty (160) feet to a point on the northern side of Bruce Alley, said point being located two hundred sixty-nine and five tenths (269.5) feet westwardly from the northwest corner of Bruce Alley and West Street as measured along the northern alley line of Bruce Alley.

A blue print of said right of way is hereto attached and made a part hereof.

3. The party of the second part shall at all times be obligated to maintain, repair and renew said sewer at its own expense, and the party of the first part shall be under no obligation whatsoever for the maintenance, repair or renewal of said sewer.

4. The party of the second part agrees to repair all damages done to the property of the party of the first part by reason of said construction, use, operation, maintenance and renewal of said sewer and appurtenances, including the grading and re-sodding of the lawn, the replacement of any shrubbery destroyed, and any and all other work of any kind necessary to place the property of the party of the first part in as good condition as it was prior to the construction, use, operation and maintenance or renewal of said sewer and appurtenances by the party of the second part.

5. The rights conveyed hereby shall be for the privilege and benefit of the party of the second part only, and no assignment or transfer thereof shall be made or other use permitted other than the purpose stated in the preamble without the consent and agreement in writing of the party of the first part.

6. It is the intention of the parties hereto to be legally bound by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Witness: William Luria

Pauline Lipsitz Lavetan (SEAL)

Attest:

CITY OF YORK

Henry Butler

BY: John L. Snyder

City Clerk

Mayor



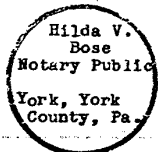
STATE OF PENNSYLVANIA)
COUNTY OF YORK) ss.

On this 18th day of March, 1947, before me, a notary public in and for said county and state, personally appeared the above named Pauline Lipsitz Lavetan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within agreement, and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Hilda V. Bose
Notary Public

My commission expires March 6, 1949



Appendix A-5.2 (ScottMadden)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being all the heirs and parties of interest entitled to share the proceeds of the estate of the said Mabel P. Wagner, deceased do this day acknowledge that we have this day had and received of and from De Etta L. Howard, Katherine J. Layton (now Fry) and J. Charles Wagner, administrators aforesaid, the sum set opposite our respective names, as follows:

| | |
|----------------------------------|------------|
| De Etta L. Howard | \$8,704.26 |
| Katherine J. Layton (now Fry) | 8,704.27 |
| J. Charles Wagner | 8,704.27 |

in full payment and satisfaction of all share or shares, part or purparts, sum or sums of money to which we are entitled in the estate of Mabel P. Wagner, deceased.

AND we do hereby remise, release, quit-claim and forever discharge the said De Etta L. Howard, Katherine J. Layton (now Fry) and J. Charles Wagner, administrators as aforesaid, of and from all actions or causes of action, suits, accounts, claims and demands whatsoever for or by reason of the death of Mabel P. Wagner or for or by reason of any other matter, cause or thing from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of April A. D. 1947.

| | |
|-------------------|--------|
| De Etta L. Howard | (SEAL) |
| Katherine J. Fry | (SEAL) |
| J. Charles Wagner | (SEAL) |

State of Pennsylvania)
County of York) ss.

On this, the 22nd day of April, A. D. 1947, before me, a Notary Public in and for said County and State, came the above named DeTTA L. HOWARD, KATHERINE J. LAYTON (now FRY) AND J. CHARLES WAGNER, and acknowledged the foregoing Release to ___ their act and deed and desired the same to be recorded as such_

Witness my hand and notarial seal, the day and year aforesaid.



Muriel Ruth Williams
Notary Public
My commission expires: May 1, 1948

Recorded April 22, 1947 - Elmer C. Myers, Recorder.

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20598.!!

C. Kauffman Miller ux :
To : THIS AGREEMENT, MADE THIS 14th day of April, 1947,
City of York : between C. Kauffman Miller and Beulah M. Miller, his wife, of
the City of York, Pa., parties of the first part, and City of
York, Pennsylvania, a corporation organized and existing under the laws of the Commonwealth
of Pennsylvania, party of the second part, WITNESSETH:

WHEREAS, it has become necessary in the public interest for the party of the second part to construct a certain sanitary sewer with laterals and appurtenances on a portion of South Street and Edgar Street in the Tenth Ward of the City of York, Pa. across property of the parties of the first part;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter mentioned and also in consideration of the sum of One (\$1.00) Dollar in hand paid by the party of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, the

parties hereto agrees as follows:

1. The parties of the first part hereby grant to the party of the second part the right to construct, maintain and renew the said sanitary sewer with laterals and appurtenances across and upon the property of the parties of the first part.
2. The right of way for said sewer shall be twenty (20) feet wide, the outside boundaries thereof being ten (10) feet distant from and parallel with the following described center lines:
 - a. Beginning at the center line intersection of South Street and Edgar Street; thence running westwardly along the center line of South Street seventy five (75) feet more or less to the western end of lands of C. Kauffman Miller.
 - b. Beginning at the center line intersection of South Street and Edgar Street; thence in a northwardly direction along the center line of Edgar Street three hundred feet (300) to a point in the intersection of Liberty Street.
3. The party of the second part shall at all times be obligated to maintain, repair and renew said sewer at its own expense, and the parties of the first part shall be under no obligation whatsoever for the maintenance, repair or renewal of said sewer.
4. The party of the second part agrees to repair all damages done to the property of the parties of the first part by reason of said construction, use, operation, maintenance and renewal of said sanitary sewer, laterals and appurtenances.
5. It is the intention of the parties hereto to be legally bound by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Witness:

Richard E. Kohler

Charlotte L. Rupp

Attest: Henry Butler

City Clerk

C. Kauffman Miller (SEAL)

Beulah M. Miller (SEAL)

CITY OF YORK

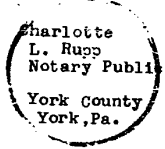
BY: John L. Snyder

Mayor

STATE OF PENNSYLVANIA)
 ; ss.
COUNTY OF YORK)

On this 14th day of April, 1947, before me, a notary public in and for said county and state, personally appeared the above named C. Kauffman Miller and Beulah M. Miller, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within agreement, and acknowledged that they executed the same for the purpose therein contained.

In witness whereof, I have hereunto set my hand and notarial seal.



Mrs. Charlotte L. Rupp
Notary Public

My commission expires 4/1/51

STATE OF PENNSYLVANIA)
 ; ss.
COUNTY OF YORK)

On this 14th day of April, 1947, before me, the subscriber, a notary public in and for said county and state, personally appeared John L. Snyder, Mayor of said City of York, who being duly affirmed according to law, says that he was personally present at the execution of the foregoing instrument and saw the common or corporate seal of the said City of York duly affixed

Appendix A-5.2 (ScottMadden)

thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said instrument was duly sealed and delivered by him as Mayor of the said municipal corporation as and for the act and deed of the said corporation for the uses and purposes therein mentioned and that the name of this deponent as Mayor and of Henry Butler as City Clerk of the said municipal corporation subscribed to the said instrument in attestation of its due execution and delivery is in their and each of their respective hand writings.

John L. Snyder

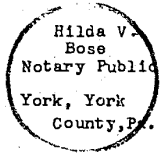
Mayor

Affirmed and subscribed before me the day and year aforesaid.

Hilda V. Bose

Notary Public

My comm. expires March 6, 1949



Recorded April 22, 1947 - Elmer C. Myers, Recorder.

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20599.M

DeEtta L. Howard vr : \$22.00
To : Fed. Rev
Melvin L. Howard ux : D.L.H.
1947

THIS DEED, MADE THE 21st day of April

in the year of our Lord one thousand nine hundred forty-seven (1947).

BETWEEN DeETTA L. HOWARD and MELVIN L. HOWARD, her husband, G. WINFIELD FRY and KATHERINE J. FRY, his wife, both of the City of York, York County, Pennsylvania, and J. CHARLES WAGNER AND RUTH S. WAGNER, his wife, of Havertown, Delaware County, Pennsylvania, parties of the first part, Grantors, AND MELVIN L. HOWARD and DeETTA L. HOWARD, his wife, as tenants by entirities, of the city of York, York County, Pennsylvania, parties of the second part, Grantees:

WITNESSETH, that in consideration of One (\$1.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees,

ALL that certain lot, piece or parcel of ground, situate, lying and being on the south side of West Market Street in the Ninth Ward of the City of York, York County, Pennsylvania, and known and numbered as 540 West Market Street. Adjoining said West Market Street on the north; West Mason Alley on the south; property now or formerly of Florence M. Immell on the east and property now or formerly of Lucinda Krout on the west. Fronting on said West Market Street fifty-one (51) feet and three (3) inches and extending southwardly of equal width throughout two hundred and thirty (230) feet, more or less, to said West Mason Alley. The eastern line of said lot hereby conveyed is the eastern side of the eastern wall of the house now erected upon the same.

It being the same premises which Joseph R. Strawbridge, executor of the last will and testament of Jeremiah Z. Hildebrand, deceased, by his deed dated June 2, 1915, and recorded in the office of the Recorder of Deeds in and for York County, Pennsylvania, in Deed Book 19-V, page 348, granted and conveyed unto Mabel P. Wagner, who died intestate on December 23, 1938, leaving to survive her as her sole immediate heirs at law, DeEtta L. Howard, a niece, Katherine J. Fry (formerly Layton), a niece, and J. Charles Wagner, also known as Charles Wagner, a nephew, to whom the same did descend under and by virtue of the intestate laws of the Commonwealth of Pennsylvania and who joined with their respective spouses are the grantors herein.

Appendix A-5.2 (ScottMadden)

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CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is the Borough of Shrewsbury, York County, Pennsylvania.

January 17, 1950.

Spencer D. Wareheim

Attorney for Grantees.

Recorded January 17, 1950 - Fred O. Strine, Recorder

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518.

HARRY R. LENKER UX :

TO :

CITY OF YORK :

THIS AGREEMENT, made the 16__ day of

January A. D. 1950,

BETWEEN Harry R. Lenker and Mary F. Lenker, his wife, parties of the first part, and City of York, a municipal corporation of the Commonwealth of Pennsylvania, party of the second part.

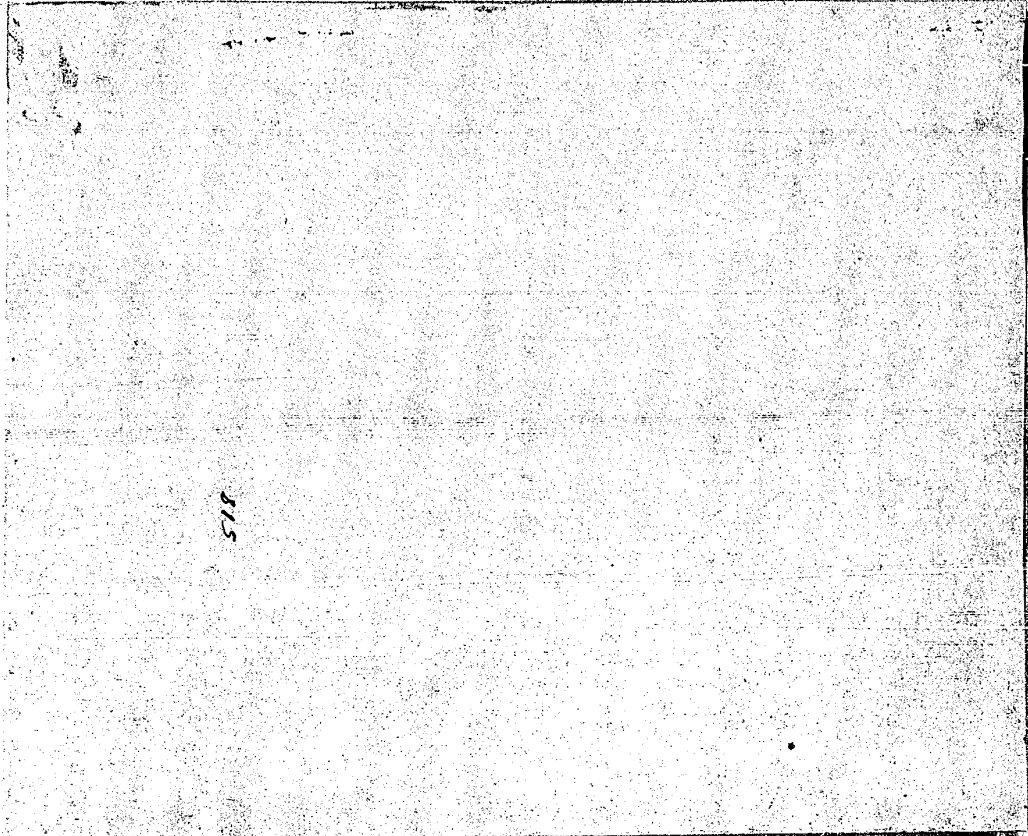
WHEREAS, Parkway Boulevard a seventy (70) foot wide thoroughfare, adopted by City Ordinance, crosses property of the parties of the first part, located in the thirteenth Ward in the City of York, Pennsylvania.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The party of the second part agrees to fill, grade and pave Parkway Boulevard where it crosses the property of the parties of the first part, located in the thirteenth Ward, in the City of York, Pennsylvania, which Parkway Boulevard is located on the seventy (70) foot wide strip of land marked in yellow on the plan hereto attached.
2. The party of the second part agrees to fill, grade and pave Front Street a fifty (50) foot wide throughfare which intersects Parkway Boulevard on said property of the parties of the first part and is located on the fifty (50) foot wide strip of land marked in yellow on the plan hereto attached, which is made a part hereof.
3. The party of the second part agrees to alter the Channel of Willis Run and enclose the flow of one of its branches in a sixty (60) inch reinforced concrete pipe to be built as shown on plan hereto attached.
4. The party of the second part agrees to fill the low lying ground adjacent to the Boulevard and Front Street, owned by the parties of the first part, to the level of these said streets with material that will be suitable to support buildings, and promises that this work will be done within five (5) years after the date of this agreement.
5. The party of the second part agrees to relocate or elevate any existing structures whose present position does not meet or conform with the improvement and are located upon the property of the parties of the first part.
6. The parties of the first part do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the perpetual right and easement to construct and maintain on and across the lands of the said Harry R. Lenker and Mary F. Lenker, his wife, Parkway Boulevard, Front Street and Willis Run Channel, a sixty (60) inch sewer, including manholes, inlets and two high tension electric transmission lines of the Metropolitan Edison Company who now enjoy a paid right of way for said transmission lines over this said property and within the lines of Boulevard marked in yellow on plan hereto attached and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

Harry R. Lenker and Mary F. Lenker, in consideration of the advantages to them from the agreements herein contained, and intending to be legally bound, do hereby waive and release to the City of York, Pa., all claims to damages that may arise to them from the agreements herein contained.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first aforesaid.

ATTEST:

Wm. E. Weigle City Engr.

Wilbur G. Baker
City Clerk



CITY OF YORK

Harry R. Lenker (SEAL)

Mary F. Lenker (SEAL)

F. S. Bentzel (SEAL)

State of Pennsylvania)
: ss:
County of York)

On this 16__ day of January, 1950, before me, a Notary Public in and for said County and State, personally appeared Harry R. Lenker & Mary F. Lenker known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and ack-

Appendix A-5.2 (ScottMadden)

582

Swartz and Lillian E. Swartz, his wife, this deed is recorded in the office of the Recorder of York Co. in Deed Book 23 U, Page 325.

the said grantors, do hereby covenant and agree to and with the said grantees, that they, the grantors their heirs, executors and administrators, shall and will GENERALLY warrant and forever defend, the herein above described premises, with the hereditaments and appurtenances, unto the said grantees their heirs and assigns, against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the date and year first above written.

Sealed and Delivered in the

Presence of

Horace Swartz (SEAL)

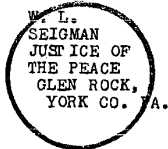
W. L. Seigman

Lillian E. Swartz (SEAL)

State of Pennsylvania)
County of York) ss:

On this Eleventh day of July A. D., 1950 before me, A Justice of the Peace, in and for said County and State came the above named Horace Swartz and Lillian E. Swartz, his wife and acknowledged the foregoing Deed to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.



W. L. Seigman
Justice of the Peace
My commission expires
1st Mon. in
Jan. 1954

I hereby certify that the precise Residence of the within grantee or grantees is Rail Road, Pa. P. O. Box 68.

Name Fred O. Strine

Recorded July 19, 1950 - Fred O. Strine, Recorder

--- 0 ---

7700.

MARIE A. GARNER :
TO :
CITY OF YORK :

This Agreement made the 18th day of July A. D. 1950, between Marie A. Garner, party of the first part, and City of York, a municipal corporation of the Commonwealth of Pennsylvania, party of the second part.

WHEREAS, the party of the first part is the owner of property located on the East side of North Hartman Street in the City of York, Pennsylvania; and,

WHEREAS, surface water from a twenty (20) feet wide alley has no outlet, save across property of party of the first part,

WHEREAS, it is necessary to construct a storm sewer to eliminate a bad drainage condition,

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

- 1. The party of the second part agrees to build a twelve (12) inch terra cotta pipe storm sewer across the yard of the party of the first part, and located as shown on ten (10) feet wide strip of land marked in yellow on plan attached hereto, and made a part hereof. Said pipe shall be laid with a minimum earth cover of six (6) inches and the grass sod shall be

restored to its original condition.

2. The party of the first part does by these presents, grant, bargain, sell, release, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to build, construct and maintain, on and across the property of the said Marie A. Garner, a twelve (12) inch terra cotta pipe storm sewer which is located on the ten (10) feet strip of land marked in yellow on the plan hereto attached, and made a part hereof, together with the right and privilege to repair, renew and reconstruct said storm sewer, and together with the right and privilege of free and uninterrupted access to said strip of land at any and all times, for each and every of said purposes of construction, maintenance, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first aforesaid.

ATTEST:

Ruth H. Young
Wilbur G. Baker



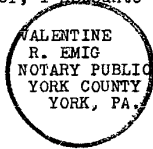
CITY OF YORK

By Marie A. Garner (SEAL)
F. S. Bentzel (SEAL)

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF YORK)

On this 18_ day of July, 1950, before me, a Notary Public in and for said County and State, personally appeared Marie A. Garner, known to me (or Satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Valentine R. Emig
Notary Public
My commission expires
January 27, 1951

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF YORK)

On this 18_ day of July, 1950, before me, a Notary Public in and for said County and State, personally appeared Felix S. Bentzel, who acknowledged himself to be the Mayor of the City of York, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City of York by himself as Mayor.

In Witness Whereof, I hereunto set my hand and official seal.



Valentine R. Emig
Notary Public
My commission expires
January 27, 1951

Exhibit A. Next Page.

Being part of the same tract of land which Mary M. Pfaltzgraff, Widow, of Manchester Township, York County, Pennsylvania, granted and conveyed unto Edgar E. Stambaugh and Marie M. Stambaugh, his wife, of Manchester Township, York County, Pennsylvania, and recorded in the Recorder's office in and for York County in Deed Book 32-I, page 609 on the 29th day of August 1946.

AND, the said grantors, do hereby covenant and agree to and with the said grantees, that they, the grantors their heirs, executors and administrators, shall and will warrant generally and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees their heirs and assigns, against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

in the Presence of

Chas. P. Ludwig

Mary R. Peters

Edgar E. Stambaugh

Marie M. Stambaugh

(SEAL)

(SEAL)

State of Pennsylvania)

County of York)

: ss.

On this, the 19th day of July, 1950, before me, a Notary Public from said County and State the undersigned officer, personally appeared Edgar E. Stambaugh and Marie M. Stambaugh, his wife known to me (or satisfactorily proven) to be the persons whose names subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Mary R. Peters

Notary Public

My commission expires

End of Next Senate

(SEAL)

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee_ is R. D. #4, York, Pa.

7/19 1950

J. Richard Budding

Attorney for Grantees

Recorded July 19, 1950 - Fred O. Strine, Recorder

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7701.

GEORGE S. FREED AL :

TO :

CITY OF YORK :

This Agreement made the 18_ day of July A. D. 1950, between George S. Freed and Emma J. Freed, his sister, parties of the first part, and City of York, a municipal corporation of the Commonwealth of Pennsylvania, party of the second part.

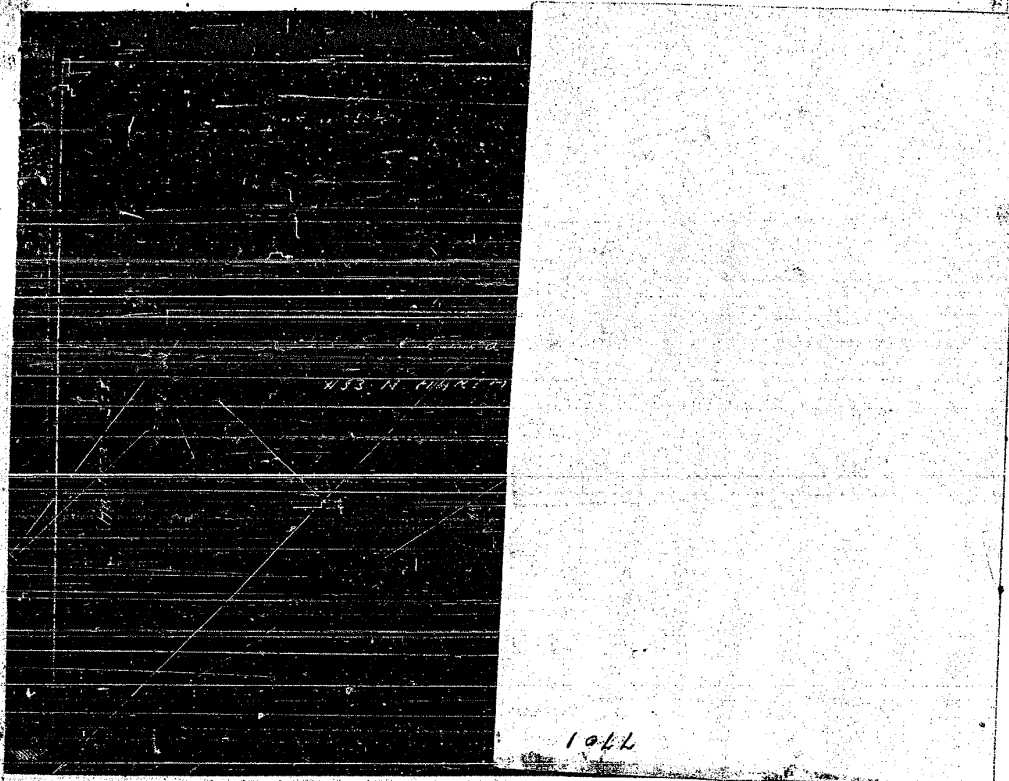
WHEREAS, the parties of the first part are the owners of property located on the East side of North Hartman Street in the City of York, Pennsylvania; and,

WHEREAS, surface water from a twenty (20) feet wide alley has no outlet, save across property of parties of the first part,

Appendix A-5.2 (ScottMadden)

536

WHEREAS, it is necessary to construct a storm sewer to eliminate a bad drainage condition,



NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The party of the second part agrees to build a twelve (12) inch terra cotta pipe storm sewer across the yard of the parties of the first part, and located as shown on ten (10) feet wide strip of land marked in yellow on plan attached hereto and made a part hereof. Said pipe shall be laid with a minimum earth cover of six (6) inches and the grass sod shall be restored to its original condition.

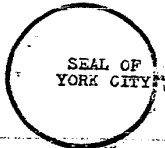
2. The parties of the first part do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the right, liberty and privilege to build, construct and maintain, on and across the property of the said George S. and Emma J. Freed, his sister, a twelve (12) inch terra cotta pipe storm sewer which is located on the ten (10) feet strip of land marked in yellow on the plan hereto attached, and made a part hereof, together with the right and privilege of free and uninterrupted access to said strip of land at any and all times, for each and every of said purposes of construction, maintenance, repair, renewal and reconstruction, including with workmen, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York its successors and assigns, to and for the only proper use of the City of York its successors and assigns, forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first aforesaid.

ATTEST:

Ira W. Bohn
 Ira W. Bohn
 Wilbur G. Esker



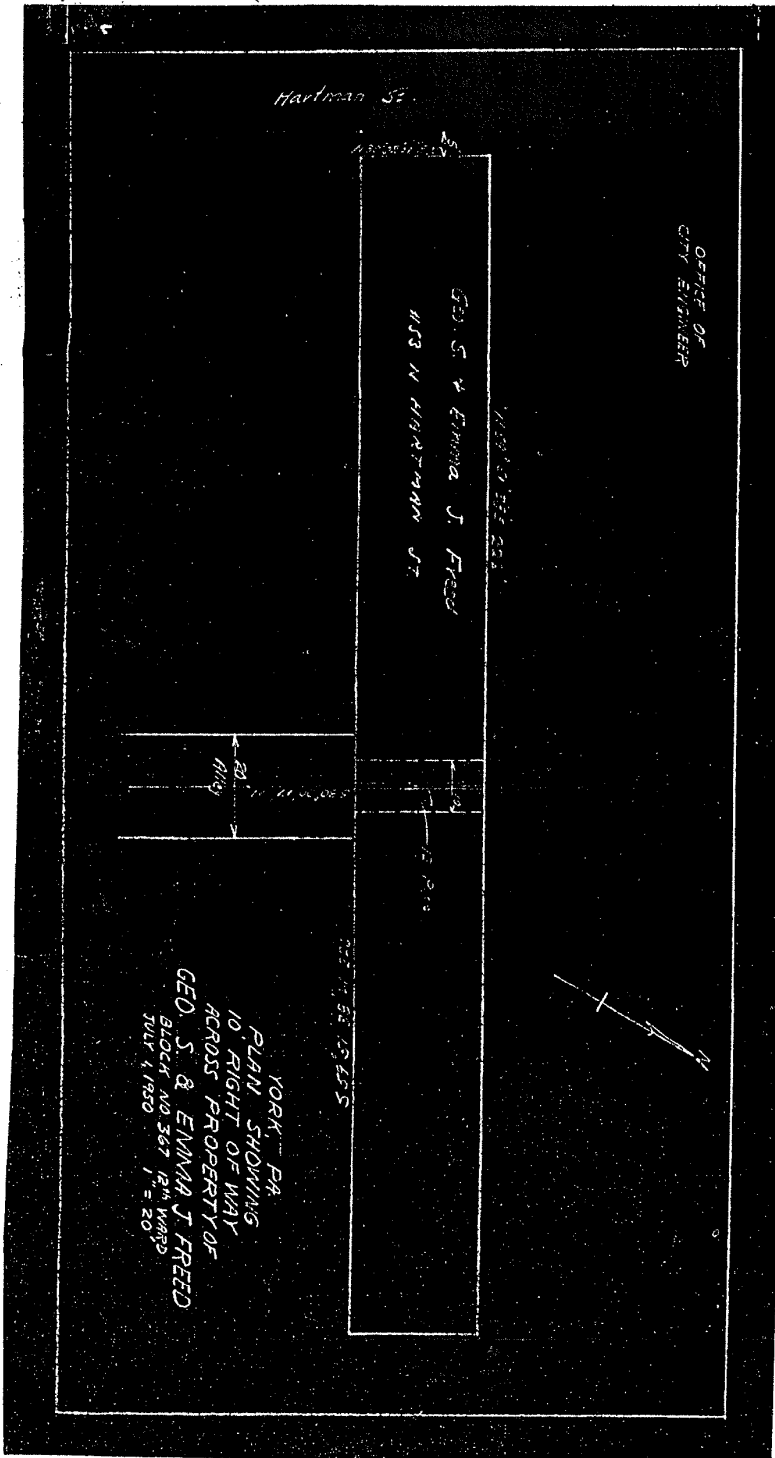
CITY OF YORK

By George S. Freed (SEAL)
 Emma J. Freed (SEAL)
 Felix S. Bentzel (SEAL)

Appendix A-5.2 (ScottMadden)

384 536A

condition,
WHEREAS, It is necessary to construct a storm sewer to eliminate a bad drainage



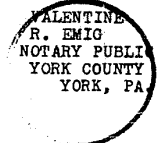
AND, WHEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The party of the second part agrees to build a twelve (12) inch terra cotta pipe storm sewer across the yard of the parties of the first part, and located as shown on ten (10) feet wide strip of land and in yellow on plan attached hereto and made a part hereof. Said pipe shall be laid with a minimum earthcover of six (6) inches and the grass shall be

STATE OF PENNSYLVANIA)
)
COUNTY OF YORK) : ss:

On this 18 day of July, 1950, before me, a Notary Public in and for said County and State, personally appeared George S. and Emma J. Freed, known to me (or Satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

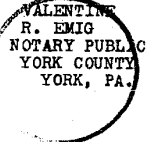


Valentine R. Emig
Notary Public
My commission expires
January 27, 1951

STATE OF PENNSYLVANIA)
)
COUNTY OF YORK) : ss:

On this 18 day of July, 1950, before me, a Notary Public in and for said County and State, personally appeared Felix S. Bentzel, who acknowledged himself to be the Mayor of the City of York, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City of York by himself as Mayor.

In Witness Whereof, I hereunto set my hand and official seal.



Valentine R. Emig
Notary Public
My commission expires
January 27, 1951

Recorded July 19, 1950 - Fred O. Strine, Recorder

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7704.

HUGH McCANN :
TO :
EMMA GLESSNER :

THIS INDENTURE, MADE THE Twenty sixth day of
March in the year of our Lord one thousand eight hundred
and eighty nine_

BETWEEN Hugh McCann of York City, York County and State of Pennsylvania of the first part and Emma Glessner of the City_ County and State aforesaid of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ninety four and 69/100 (\$94.69) Dollars, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part her heirs and assigns,

ALL that certain part of a lot of ground situate in the 8th Ward York City, Penna. Bounded and limited as follows to wit: On the West by property of Joseph Lustig on the East by property of Frank Stock on the North by property of John B. Dorian and abutting on the South by property of said Emma Glessner (second party hereto) containing a width or breadth of twenty one feet and one inch (21'.1) and a length or depth of twenty five feet and six inches to a three foot and three inch private alley. Being part of the rear portion of the same lot or piece of ground, which Hannah Shields, Administratrix of the estate of Matthew Dunn deceased did sell and convey by virtue of an order duly granted by the Orphans Court of York County on the 7th day of January A. D. 1857 and which sale was duly confirmed by the said Orphans

and sixty-five (65) feet to a point in said road; thence along other property now or formerly of James E. Holtzapple et ux, of which this was formerly a part, south twenty-nine (29) degrees eleven (11) minutes west two hundred (200) feet to an iron pin; thence by the same north sixty-three (63) degrees fifty-three (53) minutes west two hundred ninety-four (294) feet to the point and place of BEGINNING. Containing one (1) acre and twenty-seven and eight tenths (27.8) perches, neat measure.

to hold the same, with the appurtenances, unto the said James E. Holtzapple and Grace K. Holtzapple, his wife, their heirs, executors, administrators, and assigns, forever freed, exonerated and discharged of and from the lien of said Mortgage, and every part thereof. Provided always, nevertheless, that nothing herein contained shall in anywise affect, alter or diminish the lien or incumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises, or the remedies at law for recovering thereout or against the said James E. Holtzapple and Grace K. Holtzapple, his wife, their heirs, executors, administrators, or assigns, the principal sum, with interest, secured by said Mortgage.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 29th day of July A. D. 1950.

Witnesses present

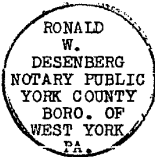
William H. Holtzapple (SEAL)

Rachel L. Holtzapple (SEAL)

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF YORK)

On this, the 29th day of July, 1950, before me a Notary Public in and for said State and County, the undersigned officer, personally appeared William H. Holtzapple and Rachel L. Holtzapple, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Ronald W. Desenberg (SEAL)

Notary Public

My commission expires

At the end of the next Session of the Senate

Recorded August 1, 1950

Fred O. Strine, Recorder

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8166.

HEISTAND FREY)
TO :
YORK CITY)

THIS AGREEMENT, MADE THIS 31 day of July A. D. 1950,
BETWEEN Heistand Frey, party of the first part, and
City of York, a municipal corporation of the

Commonwealth of Pennsylvania, party of the second part;

WHEREAS, the party of the second part desires to construct and maintain certain concrete storm water and sanitary sewers across property of the party of the first part, situate on the west side of Fulton Street, south of King Street, in block 393, 12th ward, York, Pennsylvania, for the purpose of conveying storm water and sanitary sewage from southeastern section of City of York to the Poor House Run Reinforced Concrete Culvert;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter mentioned and of the advantages accruing to both parties hereto as a result of the disposal of storm

Appendix A-5.2 (ScottMadden)

water under the plan of the City of York, for construction of the aforesaid sewer, the parties hereto agree as follows:

1. The party of the first part hereby grants to the City of York, the right to construct, use, maintain and renew the said storm water sewer across and upon the property of the party of the first part.

2. The right-of-way for the said sewer shall be sixteen feet in width, the northern and southern sides thereof being eight feet distant from and parallel with the following described center line:

BEGINNING at a point on the western street line of Fulton Street, said point of beginning being located one hundred fifty-two feet (152.0') south from the southwest intersection of the five foot (5.0') lines of East King Street and Fulton Street as measured on the western five foot (5.0') line of Fulton Street; thence through lands of Heistand Frey, the party of the first part hereof, by a true meridian course of South fifty-eight degrees seven minutes fifty-eight seconds West (S 58° 07' 58"W) one hundred twenty-five and five tenths feet (125.5') to a point on the eastern right-of-way line of the M. & P. R. R. Co., said point being located one hundred forty-seven and forty-three one hundredths feet (147.43') south from the southern five foot (5.0') line of East King Street as measured along the center line of the Poor House Run Reinforced Concrete Culvert.

A blue print of said right-of-way is hereto attached and made a part hereof.

3. The party of the second part shall at all times be obligated to maintain, repair and renew said sewers at its own expense, and the party of the first part shall be under no obligation whatsoever, for the maintenance, repair or renewal of said sewer.

4. The party of the second part agrees to repair all damages done to the property of the party of the first part by reason of said construction, use, operation, maintenance and renewal of said sewers, including the repair of an existing coal trestle, coal bins, fences, and any and all other work of any kind necessary to place the property of the party of the first part in as good condition as it was prior to the construction, use, operation and maintenance or renewal of said sewers by the party of the second part.

5. The rights conveyed hereby shall be for the privilege and benefit of the party of the second part only, and no assignment or transfer thereof shall be made or other use permitted other than the purpose stated in the preamble without the consent and agreement in writing of the party of the first part.

6. It is the intention of the parties hereto to be legally bound by this agreement.

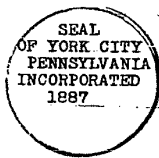
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first above written.

Witness:

Bruce E. Dale

Attest:

Wilbur G. Baker
City Clerk



S. Heistand Frey (SEAL)

CITY OF YORK

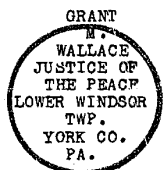
By F. S. Bentzel
Mayor

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

On this 31 day of July 1950, before me, a notary public in and for said county and state, personally appeared the above named Heistand Frey, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within agreement, and acknowledged that he executed the same for the purpose therein contained.

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

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



Grant M. Wallace (SEAL)
Justice of the Peace
Commission Expires:
1st Monday of January 1952.

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee_ is Windsor,
Pa., R.D. #1.

November 4th, 1948.

Grant M. Wallace
For Grantees.

Recorded November 3, 1950 - Fred O. Strine, Recorder

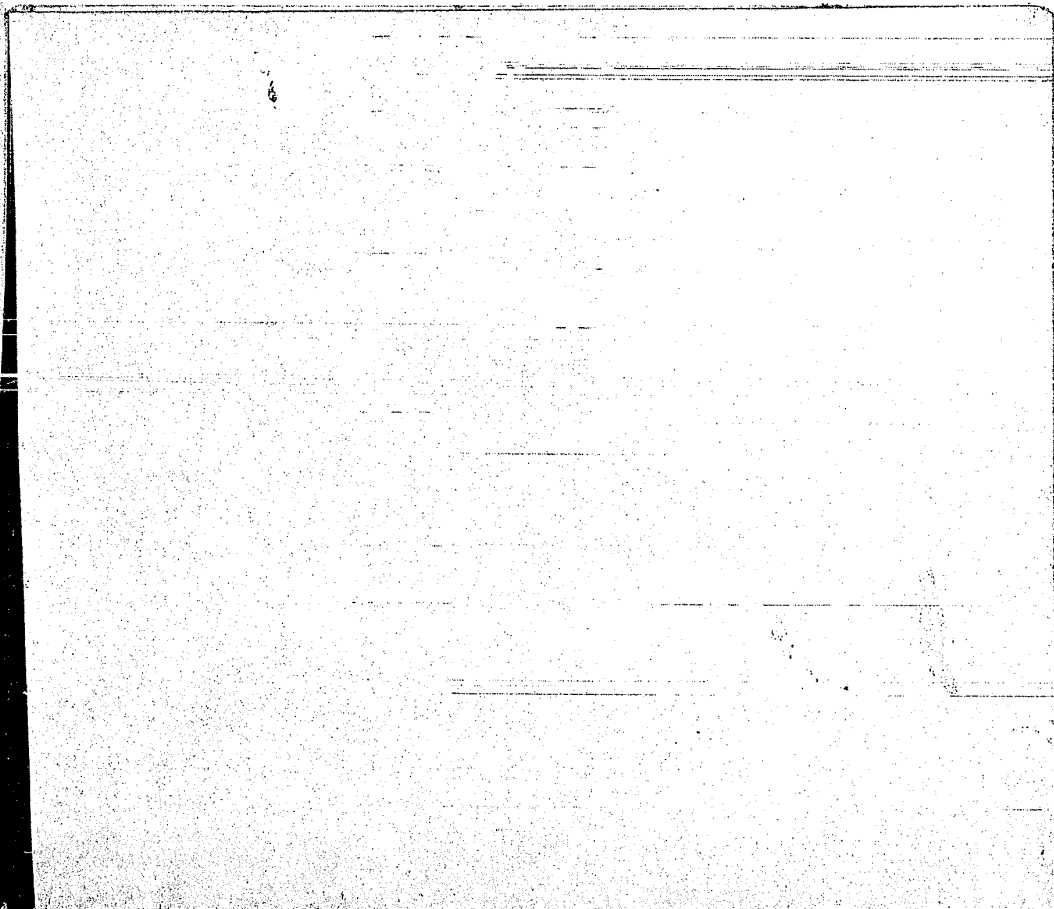
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11926.

DAVID Y. HERBST :
TO :
CITY OF YORK :

August 25, 1950.

THIS AGREEMENT, made this 26th day of October, 1950, A.D., between David Y. Herbst,
party of the first part, and City of York, a municipal corporation of the Commonwealth of Penn-
sylvania, party of the second part;



WHEREAS, the party of the second part, desires to construct and maintain certain sanitary sewers across property of the party of the first part, situate on the West side of North George Street at Willis Road, in the 13th Ward, York, Pennsylvania, for the purpose of conveying sanitary sewage from the Northwestern section of the City of York to the York Sewage Treatment Works;

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter mentioned and of the advantages accruing to both parties hereto as a result of the disposal of sanitary sewage under the plan of the City of York, for construction of the aforesaid sewer, the parties hereto agree as follows:

1. The party of the first part hereby grants to the City of York, the right to construct, use, maintain, and renew the said sanitary sewer across and upon the property of the party of the first part.
2. The right-of-way for the said sewer shall be fifteen feet (15') in width and parallel to the south channel line of new Willis Run Channel as shown outlined in red upon plan attached hereto and made a part hereof.
3. The party of the second part, shall at all times, be obligated to maintain, repair and renew said sewer at its own expense, and the party of the first part shall be under no obligation whatsoever, for the maintenance, repair or renewal of said sewer.
4. ~~The party of the second part agrees to repair all damages done to the property of~~ the party of the first part by reason of said construction, use, operation, maintenance and renewal of said sewer and do all other work of any kind necessary to place the property of the party of the first part in as good condition as it was prior to the construction, use, operation and maintenance or renewal of said sewer by the party of the second part.
5. The party of the first part may use the surface of the land, which is the subject matter of the rights herein granted to the party of the second part, as a roadway or driveway or parking area for vehicles, without in any way interfering with the rights herein granted.
6. The rights conveyed hereby shall be for the privilege and benefit of the party of the second part only, and no assignment or transfer thereof shall be made or other use permitted other than the purposes stated in the preamble, without the consent and agreement in writing or the party of the first part.
7. It is the intention of the parties hereto to be legally bound by this agreement.
8. The party of the first part, intending to be legally bound, does hereby waive and release to the City of York, Pennsylvania, all claims to damages that may arise to him from the agreements herein contained.
9. The party of the second part shall have the right of ingress, egress and regress to the land, subject to the right of way herein granted, to construct, maintain and repair said sewers.

IN WITNESS WHEREOF, the parties hereto and hereunto set their hands and seals the day and year first aforesaid.

ATTEST:

Wilbur G. Baker
City Clerk

Rita M. Noll

John Carl Foster, Jr.

CITY OF YORK

Felix S. Bentzel (SEAL)
Mayor

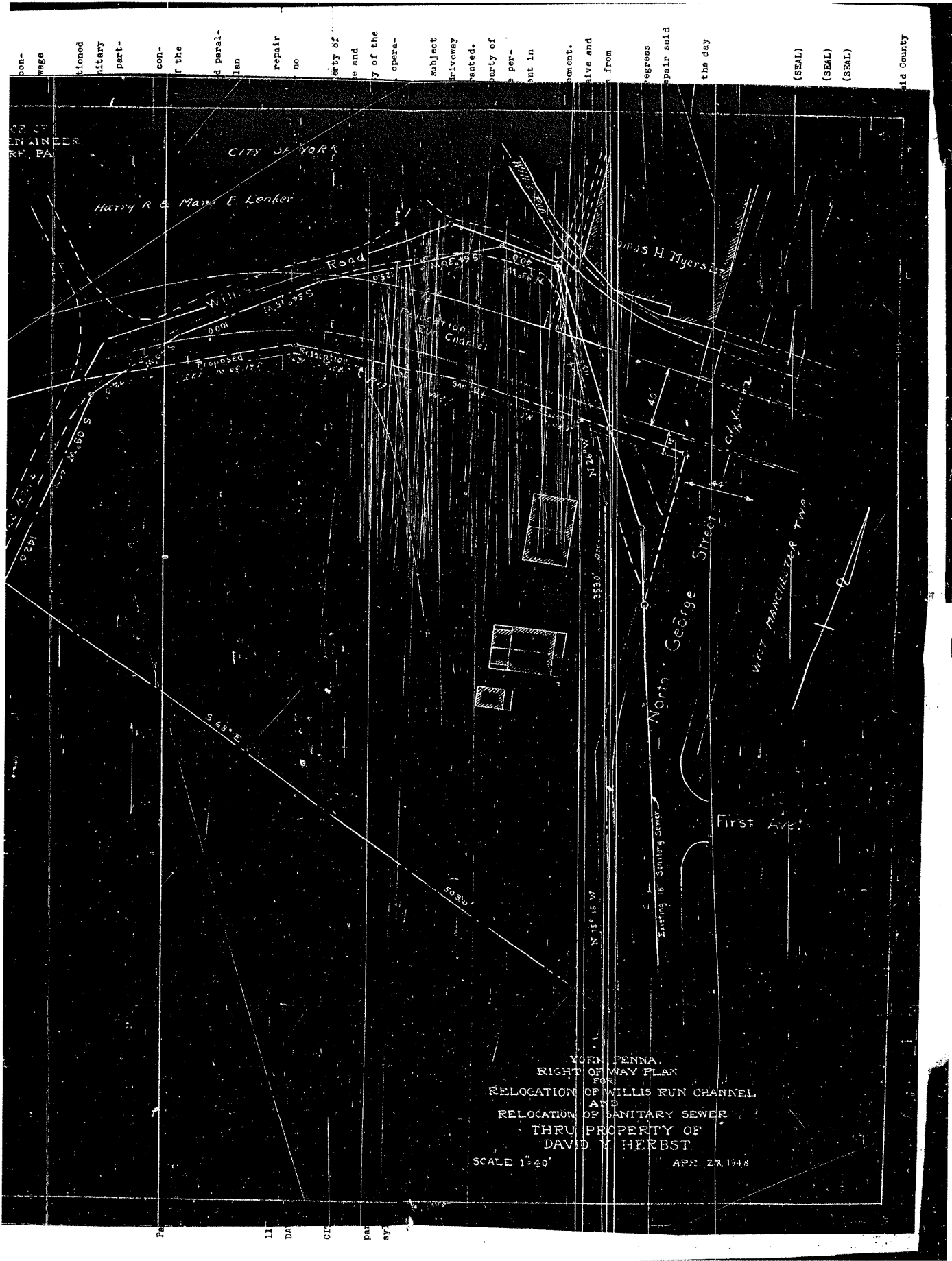
Fred O. Schiding (SEAL)

David Y. Herbst (SEAL)

STATE OF PENNSYLVANIA)
 : SS:
COUNTY OF YORK)

On this, 26th day of October, 1950, before me, a Notary Public in and for said County

Appendix A-5.2 (ScottMadden)



YORK, PENNA.
 RIGHT OF WAY PLAN
 FOR
 RELOCATION OF WILLIS RUN CHANNEL
 AND
 RELOCATION OF SANITARY SEWER
 THRU PROPERTY OF
 DAVID M. HERBST
 SCALE 1" = 40'
 APR. 23, 1948

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and State, personally appeared David Y. Herbst, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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



Helen E. Brandt
Notary Public
My Commission Expires:
January 7, 1951.

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

On this, 3rd day of November, 1950, before me, a Notary Public in and for said County and State, personally appeared Felix S. Bentzel, who acknowledged himself to be the Mayor of the City of York, and that he as such Mayor, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of York by himself as Mayor.

In Witness Whereof, I hereunto set my hand and official seal.



Valentine R. Emig
Notary Public
My Commission Expires:
January 27, 1951

Recorded November 4, 1950 - Fred O. Strine, Recorder

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11893.

THOMAS L. WAGNER UX :
) \$.55
) FED. REV
) E.C.M.
) 11/3/50
TO :
HARVEY J. ROSS UX :

THIS DEED, MADE THE 28th day of October in the year of our Lord one thousand nine hundred fifty (1950).

BETWEEN THOMAS L. WAGNER and ANNA B. WAGNER, his wife, of the Borough of Mechanicsburg, County of Cumberland and State of Pennsylvania, Grantors, and HARVEY J. ROSS and NELLIE P. ROSS, his wife, of the Township of Fairview, County of York and State of Pennsylvania, Grantees:

WITNESSETH, that in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees,

ALL that certain piece or tract of land situate in the Township of Fairview, County of York and State of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point in the center of Danner Road, commonly called Springer's Lane, said point being one thousand and twelve (1,012) feet and ten (10) inches in a southeasterly direction from the stone abutment of a bridge across said Danner Road and marked by a wooden stake; thence in a southwesterly direction along land of Thomas L. Wagner, about to be conveyed to Milton H. Schell and Florence V. Schell, his wife, eight hundred twenty nine (829) feet, more or less, to a stake at land of Thompson Martin; thence in a southeasterly direction along land of said Thompson Martin ten (10) feet to a point or stake; thence in an easterly direction along lands now of Harvey J. Ross and Nellie P. Ross, his wife, eight hundred twenty nine (829) feet to a point in the center of said Danner Road; thence in a northwesterly direction along the center of said Danner Road ten (10) feet to a point, the place of BEGINNING.

13185.

PENN DAIRIES INCORPORATED :
TO :
CITY OF YORK :

THIS AGREEMENT, made the 4th day of December, A. D. 1950, between Penn Dairies Incorporated, parties of the first part, and City of York, a municipal corporation of the Commonwealth of Pennsylvania, party of the second part.

WHEREAS, Parkway Boulevard a seventy (70) foot wide thoroughfare, adopted by City Ordinance, crosses property of the parties of the first part, located in the thirteenth Ward in the City of York, Pennsylvania.

WHEREAS, the party of the first part will be benefitted by this desirable improvement,

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:-

1. The party of the second part agrees to fill, grade and pave Parkway Boulevard where it crosses the property of the party of the first part, located in the thirteenth Ward, in the City of York, Pennsylvania, which Parkway Boulevard is located on the seventy (70) foot wide strip of land marked in yellow on the plan hereto attached which is made a part hereof.

2. The party of the second part agrees to furnish and lay a six (6) inch cast iron pipe (Class A with lead joints) force main from an existing pump house to the south side of new Willis Run Channel where it joins the existing force main of the party of the first part. Said force main to be laid in Boulevard right of way from pump house to private alley west of Thomas Myers Estate, thence in alley southwardly to New Channel of Willis Run and beneath same to connect with existing main on south side of new Willis Run Channel.

3. The parties of the first part do by these presents grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the perpetual right and easement to construct and maintain on and across the lands of the said Penn Dairies Incorporated, Parkway Boulevard, within the lines marked in yellow on plan hereto attached and together with the right and privilege of free and uninterrupted access to said strip of land at

any and all times for each and every of said purposes of construction, maintenance, repair, renewal and reconstruction, including with workman, tools, machinery and appliances.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

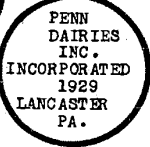
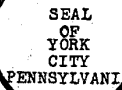
Penn Dairies Incorporated, in consideration of the advantages to them from the agreements herein contained, and intending to be legally bound, do hereby waive and release to the City of York, Pennsylvania, all claims to damages that may arise to them from the agreements herein contained.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day year first aforesaid.

ATTEST:

Wilbur G. Baker

L. B. Althouse, Secretary



CITY OF YORK

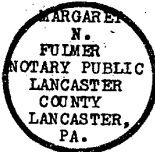
Felix S. Bentzel, Mayor (SEAL)

Penn Dairies, Inc. (SEAL)

E. L. Garber, President (SEAL)

STATE OF PENNSYLVANIA)
COUNTY OF LANCASTER) SS:

On this, 4th day of December 1950, before me, a Notary Public in and for said County and State, personally appeared E. L. Garber, who acknowledged himself to be the President of Penn Dairies Incorporated, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Penn Dairies Incorporated by himself as President.



Margaret N. Fulmer

Notary Public

My Commission Expires:

January 7, 1951.

STATE OF PENNSYLVANIA)
COUNTY OF YORK) SS:

On this 4th day of December 1950, before me, a Notary Public in and for said County and State, personally appeared Felix S. Bentzel, who acknowledged himself to be the Mayor of the City of York, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City of York by himself as Mayor.

In Witness Whereof, I hereunto set my hand and official seal.



Valentine R. Emig

Notary Public

My Commission Expires:

1/27/1950

Recorded December 11, 1950 - Fred O. Strine, Recorder

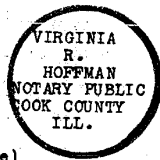
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13183.
WILLARD B. BLEVINS UX :
TO :
WOODROW W. SNYDER :
FED. REV.
\$5.50
W.B.B.
12/11/50

THIS DEED, MADE THE ninth day of December, in the year of our Lord one thousand nine hundred fifty.

BETWEEN Willard B. Blevins and Edith M. Blevins, his wife, of the Borough of Red Lion,

In witness whereof, I have hereunto set my hand and official seal.



Virginia R. Hoffman
Notary Public
My Commission Expires:
June 13, 1954.

(Attach Clerk's Certificate)

STATE OF ILLINOIS)
) ss.
COOK COUNTY)

I, Richard J. Daley, County Clerk of the County of Cook, Do Hereby Certify that I am the lawful custodian of the official records of Notaries Public of said County, and as such officer am duly authorized to issue certificates of magistracy, that Virginia R. Hoffman, whose name is subscribed to the proof of acknowledgment of the annexed instrument in writing, was, at the time of taking such proof of acknowledgment, a Notary Public in and for Cook County, duly commissioned, sworn and acting as such and authorized to take acknowledgments and proofs of deeds or conveyances of lands, tenements or hereditaments, in said State of Illinois, and to administer oaths; all of which appears from the records and files in my office; that I am well acquainted with the handwriting of said Notary and verily believe that the signature to the said proof of acknowledgment is genuine; and, further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Cook at my office in the City of Chicago, in the said County, this 5th day of December, 1950.



Richard J. Daley, County Clerk.

Recorded December 9, 1950 - Fred O. Strine, Recorder

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13186.

PENN DAIRIES INCORPORATED :
TO :
CITY OF YORK :

THIS AGREEMENT, made the 4th day of December, 1950, A.D., between Penn Dairies Incorporated, parties of the first part, and the City of York, a municipal corporation of the Commonwealth of Pennsylvania, party of the second part.

WHEREAS, Parkway Boulevard, a seventy (70) foot wide thoroughfare, adopted by City Ordinance, crosses property of the parties of the first part, located in the thirteenth Ward in the City of York, Pennsylvania.

WHEREAS, North Beaver Street, a fifty (50) foot wide street, is to be opened between Parkway Boulevard and Prospect Hill Cemetery, across property of the parties of the first part, located in the thirteenth Ward in the City of York, Pennsylvania.

WHEREAS, the parties of the first part will be benefited by this desirable improvement.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:-

1. The party of the second part agrees to fill, grade and pave Parkway Boulevard and North Beaver Street where they cross the property of the party of the first part, located in the thirteenth Ward, in the City of York, Pennsylvania, which Parkway Boulevard and North Beaver Street are located on the seventy (70) foot and fifty (50) foot wide strips of land

Appendix A-5.2 (ScottMadden)

114

marked in yellow on the plan hereto attached which is made a part hereof.

2. The party of the second part agrees to excavate to a minimum depth of thirty six (36) inches below crest of existing Penn Dairies dam, excepting rock located north of pump house, the entire area east of Beaver Street, north of Parkway Boulevard, west of the pump house and south of the existing run channel, in order to create a storage basin having a capacity of approximately two hundred ninety thousand (290,000) gallons.

3. The party of the second part agrees to furnish and lay a sixty (60) inch reinforced concrete culvert beneath Beaver Street to carry the normal and flood flow in the run tributary to Willis Run, as shown on plan attached hereto and made a part hereof.

h-1h-A

4. The parties of the first part do by these presents, grant, bargain, sell, release, convey and confirm unto the City of York, its successors and assigns, the perpetual right and easement to construct and maintain the said culvert on and across the lands of the said Penn Dairies Incorporated, Parkway Boulevard and North Beaver Street, within the lines marked in yellow on plan hereto attached and made a part hereof, together with the right and privilege of free and uninterrupted access to said strip of land at any and all times for each and every of said purposes of construction, maintenance, repair, renewal and reconstruction of said culvert, including with workmen, tools, machinery and appliances, and party of the first part

waives and releases to party of the second part, all claims and damages for or on account of said easement or acts done in exercising it.

TO HAVE AND TO HOLD the rights and privileges hereby granted unto the City of York, its successors and assigns, to and for the only proper use of the City of York, its successors and assigns, forever.

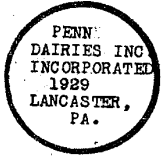
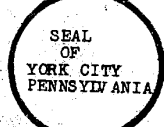
Penn Dairies Incorporated, in consideration of the advantages to them from the agreements herein contained, and intending to be legally bound, do hereby waive and release to the City of York, Pennsylvania, all claims to damages that may arise to them from the agreements herein contained.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day year first aforesaid.

ATTEST:

Wilbur G. Baker

L. B. Altman, Secretary



CITY OF YORK

Felix S. Bentzel, Mayor (SEAL)

Penn Dairies, Inc. (SEAL)

E. L. Garber, President (SEAL)

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this 4th day of December, 1950, before me, a Notary Public in and for said County and State, personally appeared E. L. Garber, who acknowledged himself to be the President of Penn Dairies Incorporated, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Penn Dairies Incorporated by himself as President.



Margaret N. Fulmer

Notary Public

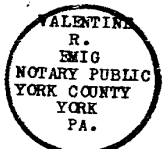
My Commission Expires:

January 7, 1951.

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

On this 4th day of December, 1950, before me, a Notary Public in and for said County and State, personally appeared Felix S. Bentzel, who acknowledged himself to be the Mayor of the City of York, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City of York by himself as Mayor.

In Witness Whereof, I hereunto set my hand and official seal.



Valentine R. Emig

Notary Public

My Commission Expires:

1/27/51.

Recorded December 11, 1950 - Fred O. Strine, Recorder

In witness whereof said grantor has hereunto set his hand and seal the day and year first above written.

Sealed and Delivered in the presence of Edward A. Michael

Charles K. Crendorff

State of Pennsylvania } ss: County of York

On this 10th day of March A.D. 1915 before me a Notary Public in and for County and State personally came the above named Charles K. Crendorff (Widower) and acknowledged the foregoing deed to be his act and deed and desired the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

10 Cent Notary Seal E. A. M. March 10, 1915

Edward A. Michael Notary Public York, Pa.

Edward A. Michael Notary Public

Recorded Mar. 11, 1915

August Cournevan Jr. Recorder

13290 Comm of Penna To City of York

Commonwealth of Pennsylvania Department of Health To the Mayor and City Council York, York County, Pennsylvania

On February twenty fourth nineteen hundred and fifteen the city of York, York County, Pennsylvania, made application for approval of Plans for works for the partial treatment of the sewage of the city.

Whereupon the Governor, Attorney General and Commissioner of Health after considering the matter have unanimously agreed that the proposed works for the partial treatment of the sewage

from the city will subserv the general interests of the public health.

Therefore, I, Samuel S. Dixon, Commissioner of Health of the Commonwealth of Pennsylvania do hereby and herein approve the plans for the works for the partial treatment of the sewage of the city and issue a permit therefor subject to the following conditions.

First: All the relevant conditions and stipulations of the previous permits pertaining to the sewer system in the City shall remain and be in full force and effect.

Second: Prior to construction of the works the city shall submit for approval plans for the addition of the chemical germicide to the effluent from the Ditch off tanks and for the construction of a sedimentation basin to provide a contact period of not less than fifteen minutes duration between the disinfectant and the effluent from the tanks. The purpose of the chemical germicide is to destroy the dangerous bacteria contained in the sewage and the addition of this germicide at the influent end of of the tanks does not offer a guaranteed based upon successful experience that this object will be satisfactorily accomplished. If the City desires to maintain the apparatus in service for the addition of the germicide at the influent end of the tanks as an experimental procedure the State will offer no objection provided that the other construction herein required has been completed and is ready for use.

Third: The city shall on or before December thirty first nineteen hundred and fifteen have constructed and placed in operation the outfall sewer pumping station and sewage treatment works herein approved for sedimentation of the

sewage and treatment with a germicide which will involve the construction of Imhoff tanks, sludge beds and the installation of apparatus for the introduction of a germicide. Upon completion of the works the city shall file in the office of the State Department of Health detail plans of the work as actually constructed.

Fourth: All roof and storm water shall be excluded from the sewers hereafter to be built. The sewers shall be used for sanitary purposes only and the City shall whenever so required exclude from the system all storm and roof water which may be admitted to the sewer system at the present time. The purpose of this step is to reduce the amount of liquid carried to the sewage treatment works to a practicable minimum and its proper fulfillment by the city will result in a decreased maintenance cost of the treatment works. It shall not however be construed to mean a permit to discharge sanitary sewage from existing or contemplated private or municipal sewers untreated into State waters nor such industrial wastes as may be properly cared for in the sewage treatment works.

Fifth: No pathogenic material from any laboratory shall be discharged into the sewer system. The proper authorities shall cause these wastes to be destroyed on the premises.

Sixth: Upon completion of the sewage treatment works and the beginning of use of the sanitary sewer system, the city shall by means of suitable ordinance or regulation bring about as rapidly as practicable the disconnection of all properties from existing public or private sewer systems discharging into State waters and a connection of the same with the comprehensive

municipal system to the end that at all discharge of sewage into State waters within the municipal territory of the city of York, excepting through the treatment works may cease.

Seventh: The sewage treatment works shall be operated for at least one year after completion under the responsible supervision and direction of the expert who designed it or some one equally competent to perform this service during which time the city officials will have opportunity to become thoroughly versed in the proper operation and maintenance of the plant.

Eighth: Daily records of the operation of the sewer system and sewer treatment works shall be kept so far as satisfactory to the State Department of Health and copies thereof shall be filed weekly in the office of the said Department. The city shall make bacteriological, determinations simple chemical and mechanical tests of the sewage and of the effluent from the tanks at intervals sufficient to determine the efficiency with which the plant is operating and copies of the results of such tests shall be incorporated in the weekly reports of operation herein required.

Ninth: Upon completion of the treatment works herein approved, the State Department of Health shall be notified in order that a representative may be present at the initial test of the plant should it appear necessary or desirable.

Tenth: This permit to discharge partially treated sewage into waters of the State shall cease on December thirty first nineteen hundred and seventeen and before which time the city shall have constructed and placed in operation the remaining portions of the sewage treatment plant to effect or more through modification of the sewage than that

secured by sedimentation and treatment by a chemical germicide unless the State authorities shall hereafter determine that the general interests of the public health would be subserved by granting a further extension of time for the discharge of partially treated sewage into State waters.

Eleventh: If at any time the sewer system, the sewage treatment works or any part thereof or the discharge of partially treated sewage into State waters shall have become a nuisance or menace to public health then such remedial measures shall be undertaken by the city as the State Department of Health may advise or suggest.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.

Department
of Health
Commissioner
of Health
Harrisburg,
Pa.

Samuel S. Dixon
Commissioner of Health.

Harrisburg, Pennsylvania, March tenth, nineteen hundred and fifteen.

By Agreement of the Governor, Attorney General and Commissioner of Health.

State of Pennsylvania } ss:
County of Dauphin }

On the 10th day of March in the year one thousand nine hundred and fifteen before me the subscriber a Notary Public came the above named Samuel S. Dixon and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

Witness my hand and Notarial seal.

A. Coleman Sheetz
Notary
Public
Harrisburg
Pa.

A. Coleman Sheetz

My Commission expires Feb. 21, 1919.

Recorded March 12, 1915

August Sonneman Jr. Recorder

came the above named Seth L. Hershey and Emma
L. Hershey his wife, who in due form of law acknow-
ledged the foregoing Indenture to be their act and
deed, and desired that the same might be recorded
as such.

Witness my hand
and official seal the day and year aforesaid

my Commission expires the
first Monday in May, 1912.

Noah
B. May
Alderman
Fifth Ward
York Co.
York Pa.
Noah B. May. ^{real}
Alderman

Recorded October 22-nd-1909.

George Law Recorder

#. 3776.

Comm. of Penna Dept. of Health | Commonwealth of Penn-
Lo. | sylvania. Department
City of York Dept. of Health. | of Health. To the Hono-
able the Mayor and Coun-
cils, City of York, York County, Pennsylvania

I, Samuel L. Dixon, Commissioner of Health
of the Commonwealth of Pennsylvania, do hereby,
in conformity with a unanimous agreement reach-
ed by the Governor, Attorney General and the
Commissioner of Health relative thereto, approve
the plans for the proposed sewerage and sewage
disposal works, and issue a permit for the con-
struction thereof to the City of York, York County,
Pennsylvania, in compliance with an applica-
tion duly made and bearing date of June tenth
one thousand nine hundred and seven, under
the following conditions and stipulations.

It appears that a permit for the exten-
sion of the City sewer system was issued by the
Commissioner of Health on January eighteenth,
one thousand nine hundred and six, under
certain conditions, among which were the following

"That all of the sewage of the City shall be

collected by the new City sewer system and a plan thereof shall be prepared and filed with the Commissioner of Health on or before March 1st, 1906, showing the entire district ultimately to be served by said system and having marked thereon the sewers of said system built on or before January 1st, 1906. at the close of each succeeding year, a plan shall be submitted to the Commissioner of Health showing the sewers added to said system during the year just past.

"That all storm and roof water shall be excluded from the said system of sewers, therefore, existing storm sewers must not be taken into said sewer system.

"That the sewage from the said sewer system shall be conveyed to some suitable place and there be treated by some well known and acceptable process. plans of the intercepting out fall and sewage disposal works must be submitted to the Commissioner of Health for his approval before the same works are built."

It also appears that in compliance with the provisions of the said permit of January eighteenth, one thousand nine hundred and six, the City of York has prepared the plans for proposed sewers and sewage disposal works and submitted them for approval.

The City of York has a present population of about forty-five thousand people, and in its suburbs outside of the City limits there are estimated to be ten thousand people, making a total of fifty-five thousand, supplied by the York Water Company. This same district will ultimately be served by the proposed sewer system, which is designed to accommodate a total population of one hundred and twenty-five thousand. The City is the County seat and a

prominent manufacturing Community, its chief industries are the manufacture of silk, wall and roofing paper, boilers, rice machinery and farming implements. The first two contribute large volumes of liquid waste to the stream.

at the present time there are twenty-three sewer outlets into the Codorus Creek within the limits of the City. This creek rises in the South-West corner of the County, drains an area of about two hundred and thirty square miles above the City, upon which reside a population of about twenty-six thousand people, located in eight Boroughs and thirteen Townships, passes through and drains the City of York and continues in a generally north-Easterly direction below the City, a distance of nine miles to the Susquehanna River which it enters at a point about eight miles above Columbia on said river.

The normal dry weather sewage output of the twenty-three outlets is about one million seven hundred thousand gallons daily, of which about one million gallons comes from the silk and wall-paper mills. These wastes discolor the water of the creek. About ten miles above the City, on a branch of the Codorus, there is a large paper mill, whose liquid wastes pollute the creek so that the creek is not pure when it enters York.

There is a succession of dams on the creek, so that its flow is sluggish in and immediately below the City. dam number one is located where the creek enters the City, dam number two is located just below the City limits and dam number six, the last dam, is located on the Rapids. From this point to the river, a distance of about three miles, the fall is approximately sixty feet, and the course of the stream is through a deep, narrow, precipitous, rocky gorge. slack water flows

dam number two extends back through the city to dam number one, so that all of the said twenty-three sewer outlets are into slack water, therefore, dam number two creates a pool, or elongated sedimentation basin, and in turn, each successive dam acts in a similar manner to retard the velocity and promote deposit of suspended matter.

To obviate the troubles within its own limits incident to such disposal of sewage, and to extend sewerage facilities throughout the municipality, experienced and reliable engineers were employed, a system of sewerage was designed and adopted for which an appropriation of four hundred thousand dollars had been previously made, and the work of construction was carried forward until the money became exhausted. It was early apparent that the four hundred thousand dollar appropriation would be insufficient to complete the system of street sewers, although the original loan had been authorized by the public with the expectation that four hundred thousand dollars would be enough to defray the expenses of both sewerage and sewage disposal works.

About ninety per cent of the interior system of street and house lateral sewers, as designed by the engineers, has been completed on lines comparing closely with the distributing pipes of the water and gas supplies as developed to the present time. There yet remain to be built some important street sewers and all of the outfall sewer and the disposal works. It appears that these additions will cost four hundred thousand dollars.

The Commissioner of Health refused permission to the city to put the new sewer system, as now built, into Commission, pending the securing of funds for the construction of the outfall sewer,

and disposal works for the reasons fully set forth in a decree issued January eighteenth, one thousand nine hundred and six.

It appears that the Codorus Creek at times of low summer flow, for periods of several weeks at a time, may not yield at York City a volume sufficient to dilute the sewage of more than from ten to fifteen thousand people without creating a nuisance.

at present, excluding the mills, seven thousand people only are using the old sewers. If the new system of sewers were used and discharged into the creek, probably twenty-five thousand people would contribute to the flow during the first twelve months, and such new use would create a material increase in the pollution of the creek. Not only would the owners of property abutting the stream in the city suffer thereby, but the proprietors in the townships below would be damaged. These lower riparian owners, or some of them, are represented by council and are prepared to protect their rights in the waters of the creek before the State Health Department and the civil Courts, if necessary. It nowhere appears that the interests of the public health demand that more sewage shall be discharged into Codorus Creek than was being discharged at the time the City of York determined it to be necessary to stop the pollution of the creek by the construction of sewerage and sewage disposal works.

The old sewer system, comprised of the twenty-three sewer outlets and serving seven thousand people, numbers all told a length of about fifteen and nine-tenths miles, of which nine and three-tenths miles are private sewers. Thirteen of the twenty-three outlets into Codorus Creek were built by private enterprise. Distributed in the City there are fifteen private sewers, or systems which empty into-

the public sewers, whose outlets are into the creek. These private sewers supply a very large percentage of the total domestic sewage output to the creek, and unless such sewers are incorporated into the new sewer system, or their outlets into the Codorus are discontinued, the present pollution of the stream will exist after the city shall have completed the proposed system of sewers and sewage disposal works.

The remaining ten of the said twenty-three outlets into the Codorus creek are city combined sewers, of which six were designed to receive storm water only, but into which a total of one and seven-tenths miles of private sewers discharge.

The remaining four public outlets were designed as combined sewers, have a total length of one and a half miles and also serve as outlets for about three miles of private sewers.

There are various other storm drains emptying into the creek or into smaller water courses in the Eastern part of the city. It is claimed that they receive no sewage.

It appears that there are now about forty miles of new sewers built within the past three years in conformity with the comprehensive plan of sewerage for the entire municipality, which sewers are not yet in use. It also appears that there are about three miles of sewers, both public and private, built previously to the year one thousand nine hundred and four, which it is proposed to incorporate into the city system, to avoid the expense of duplicate sewers and the expense to adjoining householders of changing connections from existing sewers to new ones. It is proposed to build ten miles of new sewers to complete the comprehensive system and to serve the requirements of the city at present and in the near-

future. By this plan all existing sewers will either be incorporated into the new system or duplicate sewers will be provided, so that abutting estates will be afforded sewerage facilities. Hence the necessity for the existence of private sewer outlets into any natural water courses in the city will be obviated.

The new sewer system is designed to receive sewage only. Storm and roof water is to be generally excluded so that none of the existing city combined sewers are to be incorporated in the new sewer system with three exceptions, namely, the Duke Street sewer, the East Mason alley sewer and the West Market sewer. Their total length is about two miles and the daily dry weather flow of sewage therefrom is now about half a million gallons. It is proposed that all of the dry weather flow of sewage from these three storm drains shall go into the intercepting sewer and thence to the disposal works, but during storms the mingled sewage and storm water is to be cut out of said intercepting sewer by an approved automatic regulator and caused to overflow into Codorus Creek. This expedient is resorted to principally for the reason that it will save the cost of paralleling the present sewers by new structures and the cost of new house connections. The petitioners represent that it is important that economy as well as efficiency shall be attained by the improvement, and that the discharge for intervals of an hour or so during heavy storms of the small amount of sewage from these overflow will not measurably increase the pollution of the creek resulting inevitably from the wash of the yards and streets of the city into the stream which latter pollution is recognized by the Courts to be unpreventable.

The sewers are designed to be self cleansing, flush tanks are to be provided at all dead ends,

ventilation is to be effected through perforated manhole covers and by means of untrapped house connections, by means of which a current of air is to be maintained through the main soil pipe to above the roof of each building. However, a plumbing ordinance to this effect has not yet been prepared so far as the Department is informed. It is also intended that there shall be an official appointed to issue permits for all sewer connections and an official to exercise general supervision over the maintenance of the sewers. In the low part of the town special air vents are to be provided to secure ventilation.

The disposal works are to consist of an outfall sewer, pumping station, septic tank, sprinkling filters and settling basins. The sewage of the City is to be collected at a point on the West bank of the creek in Manchester Township near the limits of the City, where the two main sewers of the system are to combine to form the outfall. All of the sewers in the district West of Codorus Creek, are to contribute to a forty-two inch sewer main, and some of the sewers in the Southern section of the town, East of the creek. The flow from the latter is to be syphoned under the creek near Boundary Avenue and added to the flow of the Western district. All of the remaining sewers in the district East of the creek, which comprises the principal part of York, are to be connected by a syphon under the creek in the Northern part of the City to a thirty-nine inch sewer main, which with the forty-two inch main, combines to form the outfall. The upper syphon is to comprise two lines of sixteen inch iron pipe, and the lower syphon two lines of twenty-four inch iron pipe.

The outfall sewer is to be five feet in diameter, to follow along the West bank of the Codorus, a distance of about five thousand feet to Louche's

Mill, terminating at the pumping station. Its slope is to be one in two thousand and its capacity thirty-three million gallons daily when flowing full. This gravity conduit will provide for future requirements when outlying areas have become populated and annexed to the City.

The pumping plant is to comprise a station three stories in height, in the basement of which is to be located the screening chamber and pump well, and on the first floor of which is to be located three centrifugal pumps, each of a capacity of five million gallons daily, which makes ample provision for the quantity of sewage which may be expected during the first years of operation, the arrangements being such as to accommodate, in the future, four ten million gallon pumps. These centrifugal pumps are to be driven by electric motors to be located on the upper or ground floor of the station, which floor is above high water in the valley. The motors are to be operated by electric current which it is proposed to obtain from the York Haven Power Company. By means of floats placed in the pump pit, the pumps are to be automatically controlled. The storage capacity of the five foot out fall sewer is such that the pumps may be stopped for several hours without the necessity of discharge of the sewage into the stream. However as is customary in all well designed plants, there is provision in the event of some extraordinary accident, for the by-passing of the sewage from the pump well to the creek.

By means of the pumps, the sewage is to be lifted on an average of sixteen feet through ten thousand feet of thirty inch re-inforced concrete force main, provided at low points with proper blow-offs and at summits with approved air vents carried up above the line of the hydraulic

gradient,) to the septic tank, at the disposal works to be located on the West bank of the Lodore Creek immediately below Small's Mill, or dam number four. This dam is located about one and a half miles above dam number six. The intervening land, and in fact all of the land in the valley below the City, is in use for agricultural and farming purposes. Provided experience shall demonstrate that suspended matters should be more thoroughly removed from the sewage than can be effected by the bar screens at the pump well, then it is the intention to install further screening apparatus at the septic tanks before the sewage is delivered into said tank.

The septic tank is to be a concrete structure, open on top, eleven feet nine inches deep from the flow line and one hundred and seventy feet long by one hundred and thirty-two feet wide in the clear, divided into two compartments, each sixty-six feet wide. By this arrangement there are to be in reality two tanks in duplicate so arranged as to admit of additional tanks in the future. Across the inlet end of each tank there is to be a channel on the outside to conduct the sewage into either one of the septic tanks or both of them, sluice gates are provided for this purpose. By means of longitudinal concrete partitions extending from the bottom to the top of each tank, each tank is to be divided into three longitudinal compartments. The sewage is to be admitted into the end of one of these compartments, which is twenty-two feet wide, just below the flow line and will pass underneath a top baffle board extending down into the sewage about five feet, and thence down the length of the tank, where it may be directed by means of wooden swing gates back through a parallel compartment twenty-two feet wide, and thence around

the end of a division wall down the outlet compartment, twenty-two feet wide, to the overflow weirs, or at will, by means of other swing gates, directly to said outlet weirs on the end of the third or outlet compartment from the first compartment. By this arrangement either one of three compartments in each tank may be used as the necessity of the volume and character of the sewage may require. The capacity of each tank is about one million gallons. It is anticipated that before the works will need enlargement, the sewage contributed will amount to six million gallons daily, or a period of eight hours retention in the septic tank.

Sludge conduits are provided in the bottom of each tank to deliver the sludge to a drain leading to an area outside comprising about seven acres, upon which the sludge may be disposed of in trenches where the liquid is to be absorbed in the ground and the sludge is to air-dry, from whence it is to be subsequently removed and disposed of in a satisfactory manner. The sludge from the settling tanks is also to be handled in a similar manner on the same area.

From the septic tank the clarified effluent is to be conducted into a dosing chamber and thence to the sprinkling filters. There are to be two of these filters, ranged side by side, each three hundred and fifty-four feet long by one hundred and forty-six feet wide, interior dimensions, of concrete receptacles made water-tight to contain the filtering material which is to consist of broken limestone whose diameters are to range from one and a half inches to three inches laid six feet in depth upon a false bottom of half round tile six inches in diameter, spaced nine inches centre to centre, resting on the concrete floor, sloping from the central main distributing gallery dividing the filters seventy-five

hundredths feet to the outer side of each filter where in the bottom below the floor of the filter into which the underdrain system discharges is to be an effluent collector discharging into an outside conduit connecting with the settling basin.

The septic effluent is to be distributed onto the surface of the filters in form of a spray, effected by means of sprinkling nozzles to be placed at the tops of vertical pipes connecting with horizontal distributors branching from the main distributor in the operating gallery. The horizontal pipes will be fitted with angle valves so that any particular distributor in the filter may be put out of commission if desirable. By this novel arrangement, the operation of each filter will be flexible and subject to complete control. The dosing tank between the septic tank and the filters will cause the flow of sewage to be intermittent. The pressure at the sprinkling nozzles will range from five to two feet.

The films of suspended matter which will form around the broken stone, dry out and crack and peel off and pass from the filtering material to the floor of the filter below and thence out with the effluent, will impart an unattractive appearance to the discharge; such detached matters, however, are readily removed by sedimentation and for this purpose a basin, having a capacity of about five hundred thousand gallons, divided into two compartments, each sixty-five by one hundred and twenty and four feet deep to the flow line, built of concrete bottom and sides, is provided. The liquid leaving this settling tank should, if the plant be efficiently operated, be satisfactory in appearance and free from organic matter of an objectionable character. The effluent should be non-putrescible.

The elevation of the surface of the settling

basin is to be three hundred and forty-one and one-quarter; the filter beds, three hundred and fifty and the septic tank three hundred and fifty-seven. The elevation of the average spring flood in the Codorus creek is three hundred and thirty-five, or six and one-quarter feet below the level of the flow line in the settling basin. It appears that once in seventy-years a flood has attained the elevation of three hundred and forty-eight, in fifty-years elevation three hundred and forty-five, in twenty-years elevation three hundred and forty-two and about every tenth year three hundred and forty. So the settling basin will be flooded once in fifteen or twenty years, at such times, because the sprinkling filter surface is well above the seventy year freshet line, this filter can be operated and need never go out of Commission. The filter is designed to be operated temporarily as a contact bed when desirable by means of a gate or stop planks on the main outlet drain.

The city purposes to purchase a farm of about one hundred and fifty acres upon which to locate the disposal plant. Then the nearest residence will be one-third of a mile distant; the next nearest three thousand five hundred feet. With good management there should be no odors noticeable six hundred feet from the works. The northern Central Division of the Pennsylvania Railroad passes within this distance. The site is more secluded than that of numerous municipal disposal plants.

The proposed plans embody the essential elements of successful modern purification and are well adapted to the topographical and other conditions obtaining in the valley of the Codorus. They are adapted to produce efficiency at a minimum cost of operation and all that remains to be

accomplished is the carrying out of the plans under skilled supervision and intelligent operation and maintenance of the works thereafter.

In order that the plant shall be satisfactorily operated, it is intended that two men shall be regularly employed, one of whom shall be capable of conducting analytical tests of the sewage and effluents and keep records, and the other a caretaker, besides doing such extra labor as may be required from time to time.

The plans do not provide for the erection of a laboratory.

In view of the circumstances, it has been unanimously agreed by the Governor, Attorney General and Commissioner of Health that the interests of the public health demand that the Commissioner of Health approve the plans and grant a permit, and I do hereby and herein approve the plans for the proposed sewerage and sewage disposal works and grant a permit for their construction, under the following conditions and stipulations:

First: That if at any time in the future the Commissioner of Health shall determine that the storm overflows into the Codorus Creek are prejudicial to public health, or if, in his opinion, any other part of the sewerage system, or any part of the disposal works is inefficient or operated to the prejudice of public health, then such remedial measures shall be adopted by the City as the Commissioner of Health may approve or prescribe.

Second: at the close of each year's work plans of the sewers built during the year, together with such information in connection therewith as may be required, shall be filed in the State Department of Health.

Third: Monthly inspections of the sewer system shall be made by a proper officer of the City and recorded in form, and copies of the same shall

be submitted to the State Department of Health if required.

Fourth: The by-pass from the pump-well to the Codorus and the blow-offs on the force main and the drain pipe from the septic tanks and settling tanks shall be kept securely locked and shall not be used except when absolutely necessary. Notification of such use shall be promptly made in writing to the Commissioner of Health. The sludge drying area shall be trenched for the reception of sewage as soon as the works are ready for operation, in order to prevent any accidental passage of sewage from the tanks over the surface of the drying area to the creek.

Fifth: Since the owners of estates now connected with a private sewer in the city which is not to be incorporated in the public sewer system may not care to change over to the public sewer on account of expense entailed, the sewage from such private sewers may continue as now to go into the Codorus creek unless such owner voluntarily connects with the city system, or he be compelled to so connect, it is hereby stipulated that the city authorities shall pass such adequate ordinances, rules or regulations necessary to compel the use of the city sewer system and the discontinuance of the discharge of all private sewers into natural water courses within the city limits, or upon failure to bring about such discontinuance, shall call the attention of the Commissioner of Health to the existence of such sewer outlets.

Sixth: The City shall provide and maintain a laboratory in connection with the operation of the sewage disposal plant and shall place and keep in charge thereof a man capable of making adequate analytical tests and of keeping records, and such reports of the operation and maintenance of the disposal works as may be required by the

Commissioner of Health shall be made to the State upon blank forms to be furnished by the State Department of Health. Such other proper and necessary attendants shall be employed at the works as may be necessary to secure satisfactory operation thereof.

Seventh: The especial attention of the City officials is called to the great importance of having the proposed plans of the sewage disposal works executed under the direction and supervision of the experts designing the plans, or of experts equally competent to carry forward the improvement.

Eighth: Approval to the proposed plans is given with the specific understanding that all objectionable industrial wastes are to be taken into the system, under such rules and regulations as the City may see fit to prescribe to protect the integrity or efficiency of the sewer system.

Ninth: No pathological material from any laboratory shall be permitted to enter the sewer system. The proper authorities shall cause these wastes to be incinerated on the premises.

The attention of the local authorities is hereby called to the necessity of having City inspection of all house connections and of the desirability of the adoption of the regulation requiring untrapped house drains between the sewer and the house with a clear vent extending to above the roof of each building. While this condition is not precedent to the approval herein given to the proposed plan, the City is requested to give earnest consideration to the advisability of the adoption of such an ordinance.

This permit before being operative, shall be recorded in the office of the recorder of Deeds for York County.

Harrisburg, Pa.,
June 14, 1907.

Department
of Health,
Commonwealth
of Pennsylvania

Samuel T. Dixon,
Commissioner of Health.

State of Pennsylvania. | ss.
 County of Dauphin. | On the fourteenth day of June
 in the year one thousand nine hundred and seven,
 before me, the subscriber, a notary Public, came the
 above named, Samuel S. Dixon, Commissioner of
 Health and duly acknowledged the above permit to be
 his act and deed and desired the same might be
 recorded as such.

Witness my hand W. M. C. Armor.
 notary Public

Commission expires
 April 19, 1911.

*William
 C. Armor
 notary
 Public
 Harrisburg
 Pa.*

Recorded Oct. 22nd. 1909.

George Lan Recorder

#3777.

A. S. Speece.
 To.
 Harrisburg Trust Co.
 Lewis Layman
 To.
 A. S. Speece.

Mortgage Dated March 30, 1906.
 Upon tract of land containing 44
 acres and 83 perches in Monaghan
 Township, York County, Pa.
 To secure \$1,700. Interest @ 6%
 per annum. Recorded in York
 County, on the 31st day of March
 Anno Domini 1906, in Mortgage-
 Book C. vol. "5," at page 294.

Know all men by these presents
 That A. S. Speece, of Speecville, Dauphin County,
 Pa. for and in consideration of the sum of one
 dollar (\$1.00) lawful money of the United States
 of America, to me in hand paid by Harrisburg
 Trust Company at or before the enrolling and
 delivery of these presents, the receipt whereof is
 hereby acknowledged, have granted, bargained,
 sold, assigned, transferred and set over, and by
 these presents do grant, bargain, sell, assign,
 transfer and set over unto the said Harrisburg

first part, and their heirs, all and singular the hereditaments and premises herein above described and granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns against them the said parties of the first part and their heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will warrant and forever defend.

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

Sealed and delivered in the presence of

All erasures alterations and interlineations made before signing.

R. E. Glenn,

David A. Horn (SEAL)

Annie Horn (SEAL)

Received the day of the date of the above Indenture of the above named Jerome B. Hess, the sum of Seven Hundred Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness;

R. E. Glenn

D. A. Horn

SS,
State of Penna. : On this Twenty sixth day of September A. D. 1912, before me, the subscriber,
County of York, : A Notary Public in and for the State and County aforesaid, personally came
: the above named David A. Horn and Annie Horn, his wife, who in due form of
: law acknowledged the foregoing Indenture to be their act and deed, and desired
that the same might be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

Robert E. Glenn (SEAL)

Notary Public

My commission expires Jan, 21, 1915,

Recorded June 21, 1913,
August Sonneman Jr, Recorder,



6943. Maria Moul :
To : Whereas, Catharine Selak of the City of York, York County, Pennsylvania,
Albert M. Owen : died leaving her last will and testament bearing date the 28th day of Oct-
: ober A. D. 1911, which said last will and testament has been duly admitted
: to probate by the Register of Wills of York County, Pennsylvania, and is
recorded in said Register's Office in Book Z J page 64, and

Whereas, among other things it is provided and directed as follows, to wit:

" I give, devise and bequeath to my three (3) grand-children, children of my daughter Mary Sponsler, deceased, viz: Madaline, intermarried to J. R. Richey, Maria Sponsler and Caroline Sponsler, each Five Hundred (\$500.00) Dollars, to their heirs and assigns forever."

And Whereas, Maria Sponsler is now intermarried with William Raymond Moul, and is one of the above named grand-children and a daughter of Mary Sponsler, and now of full age, and entitled to receive from the estate of the said decedent, the sum of Five Hundred (\$500.00) Dollars, and

Whereas, Albert M. Owen has this day advanced to me the just and full sum of Three Hundred (\$300.00) Dollars, on my note dated this day and payable to him one year after date with interest thereon. Now Therefore,

Know all Men By these Presents, That I Maria Moul, formerly Maria Sponsler, do hereby sell, assign, transfer and set over unto Albert M. Owen, his heirs and assigns, executors and administrators, the said legacy of Five Hundred (\$500.00) Dollars, bequeathed and given to me under the last will and testament of Catharine Selak, deceased, as collateral security, to secure, indemnify and save harmless the said Albert M. Owen, his executors, administrators or assigns against any loss that he may sustain on said note, and I further authorize and empower Wentzel A. Selak, the executor of said last will and testament, to pay to Albert M. Owen, his heirs, executors and administrators, any and all sums of money that may become due and payable on this assignment.

In Witness Whereof, I have hereunto set my hand and seal this 21st day of June A. D. 1913,

Witness,

W. Ray Moul

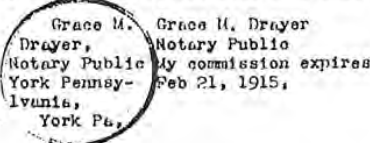
Maria Maul

SS,
State of Pennsylvania, : Personally appeared before me A Notary Public, in and for said County
York County, : Maria Maul, the person who signed the foregoing assignment and instru-
: ment of writing, and in due form of law acknowledged the same to be
: her act and deed and desired that the same might be recorded as such

according to law.

In Witness Whereof I have hereunto set my hand and official seal this 21st day of June A. D. 1913,

Recorded June 21, 1913,
August Sonneman Jr, Recorder,



6944. Samuel G. Dixon :
To : COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF HEALTH.
City of York, : To The Honorable The Mayor and City Councils, York City, York County,
: Pennsylvania, On June fifth, Nineteen hundred and thirteen, the City of
York, York County, Pennsylvania, made application for permission to extend
its sewer system and to build sewage works for the partial treatment of the sewage.

The Governor, Attorney General and Commissioner of Health have given the matter consideration and have unanimously agreed that the interests of the Public Health will be subserved by approving the plan outlined for temporarily treating the sewage of the City in substantial accordance with the report of George W. Fuller.

Therefore I, Samuel G. Dixon, Commissioner of Health of the Commonwealth of Pennsylvania, do hereby approve of the proposed sewer extensions and of the treatment of the sewage in substantial accordance with the recommendations of George W. Fuller, subject to the following conditions and stipulations:

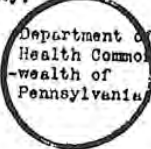
First: Before the City builds the outfall sewer and temporary treatment works, it shall prepared detail plans and specifications for such improvement and for necessary changes in the sewer system and connections to the proposed outfall sewer and temporary treatment works, and shall have submitted the same to the Commissioner of Health for approval and he shall have approved, modified or amended such plans and specifications and stipulated the conditions under which the project may be carried out.

Second: The city shall construct and operate such said improvements in conformity with the conditions stipulated by the Commissioner of Health and no sewage of the City shall be discharged into the waters of the State from the sewer system of the City contrary to the provisions and requirements of the State Department of Health.

Third: The necessary changes in the sewer system shall be approved by the Commissioner of Health and all relevant conditions of the said permit of June fourteenth Nineteen hundred and seven, shall remain and be in full force.

Fourth: This permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.

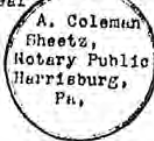
By the agreement of the Governor, Attorney General and Commissioner of Health.



Samuel G. Dixon
Commissioner of Health.
Harrisburg, Pennsylvania, June thirteenth, Nineteen Hundred and thirteen.

SS,
State of Pennsylvania, : On the 18th day of June in the year One thousand nine hundred
County of Dauphin : and thirteen, before me the subscriber, A Notary Public, came
: the above named Samuel G. Dixon and duly acknowledged the
: above permit to be his act and deed and desired that the
same might be recorded as such.

Witness my hand and notarial seal



A. Coleman Sheetz,
Notary Public,
Commission expires Feb 21, 1915.

Recorded June 21, 1913,
August Sonnenman Jr, Recorder.

#6947. Frederick M. Small Et ux, : This Deed made this 21st day of May, 1913, by Frederick
To : M. Small and Juliet S. Small, his wife, of the City and
The Elmwood Land Company, : County of York, to The Elmwood Land Company, a corpora-
: tion duly incorporated,

Witnesseth; That in consideration of the sum of Five Dollars (\$5.) and other good and valuable considerations, the said Frederick M. Small and Juliet S. Small, his wife do hereby grant and convey unto The Elmwood Land Company, and to its successors and assigns, in fee simple, forever, all that lot and parcel of ground, situate and lying in York County, Pennsylvania, and more particularly described as follows, viz,

Beginning at a point in the Eastern line of a 10 foot wide alley and the southwestern corner of lot belonging to David Getz, said point located 173.1 feet southward from the south line of King Street; thence extending along lands of Margaret A. Small and Tract No.1 herein conveyed to Frederick M. Small South 59 degrees 29 minutes East 69.3 feet to a point in the lands of the estate of John M. Small; thence along lands of John H. Small Estate 67 degrees 47 minutes West 24 feet to a point in same; thence North 59 degrees 29 minutes West 33 feet along lands of Margaret A. Small to a point in the eastern line of said 10 foot wide alley, thence along the eastern line of said alley north 22 degrees 13 minutes West 28 feet to a point and the place of Beginning.

Being the same lot and parcel of ground, which by deed dated January 5, 1911, and recorded among the land records of York County, in Deed Book "16 L", folio No.411, granted and conveyed by Margaret A. Small to Frederick M. Small.

Together with the improvements thereon, and all the rights, privileges and appurtenances thereunto belonging or appertaining.

To have and to hold the aforesaid lot of ground and improvements unto and to the use of the Elmwood Land Company, and to its successors and assigns absolutely and in fee simple.

Provided, however, that the lot of ground above described shall be used only for the purposes of an alley.

And the said grantors do hereby covenant that they will warrant generally the property hereby conveyed, and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the said grantors. Frederick M. Small (SEAL)
Juliet S. Small (SEAL)
Witness as to both:
W. W. Warfel

SS,
State of Pennsylvania, : I hereby certify that on this 21st day of May, 1913, before
County of York, : the subscriber, A Notary Public of the State of Pennsylvania,
: in and for York County, personally appeared Frederick M.

any act, matter or thing, what soever, whereby the premises aforesaid or any part thereof, is or are shall or may be charged or encumbered, in title, charge or Estate or otherwise how soever.

In witness whereof, the said Robert C. Bair, assignee, has hereunto, set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of me J. G. Gosner, Clerk Hannigan.

Robert C. Bair (Seal) Assignee of John Bair.

Received the day of the date of the foregoing of Charles P. Rieker Five hundred and Fifty Dollars (\$550.00)

Witness John A. Stoner.

Robert C. Bair Assignee.

State of Penna. York County, P.S.

Before me the Subscriber a Notary Public in and for said County personally came the above named Robert C. Bair Assignee, and acknowledged to the above Indenture to be his act and deed to the end that the same might be recorded as such according to Law. In testimony whereof, I have hereunto set my hand and Notarial seal this 23rd day of June A.D. 1914.

My Commission Expires February 21st 1915. John A. Stoner

John A. Stoner Notary Public York County Pa.

Recorded June 24th A.D. 1914 August Stanneman Jr Recorder

11136. Permit For Sewerage, Commonwealth of Pennsylvania, Department of Health. To the Mayor and City Council of York, York County Pennsylvania, On June Eighth, One thousand nine hundred.

red and Lantau. The City of York, York County Pennsylvania, made application for approval of plans for an Outfall sewer and the Completion of Certain Intercepting Sewers in the City in substantial Compliance with the Terms of a permit issued to the City on June Thirtieth, one thousand nine hundred and thirteen.

Whereupon the Governor, Attorney General and Commissioner of Health, after having considered the matter have arrived at the conclusion, that the general interests of the public health, will be subserved by the approval of the proposed Outfall Sewer and Completion of the Intercepting Sewers.

Therefore I Samuel S. Dixon Commissioner of Health, of the Commonwealth of Pennsylvania do hereby and herein approve the proposed construction and issue a permit therefor, subject to the following Conditions and Stipulations.

First This permit constitutes approval of the construction of the Municipal Outfall Sewer from a point on North George Street, along the Bank of Codorus Creek, to a sewage treatment plant to be constructed near Locks Mill with a connection to the poor house run siphon, to be built across Codorus Creek and also for the completion of the west side intercepting sewer near Grant and Gay Streets but does not constitute permission to discharge sewage into State waters, or any portion of the existing sanitary sewerage system, until after the completion of a sewage treatment plant to be constructed according to plans, approved by the State.

Second, The City shall file with the State Department, of Health plans of the Sewer approved in this permit as actually constructed.

Third on or before May first, nineteen hundred and Fifteen, the City shall submit

to the State Department of Health for approval. Plans of the sewage treatment plant for the separation of the solids and the sterilization of the liquids of the sewage and the same shall be constructed and placed in operation, or so, not later than December thirty first, nineteen hundred and fifteen.

It is required by Law, that this permit before being operative shall be recorded in the Office of the Recorder of Deeds for York County.

Samuel E. Dixon,
Commissioner of Health,

Harrisburg Pennsylvania,
June Twenty Fifth,
Nineteen hundred and fourteen



By agreement of the
Governor Attorney General and Commissioners of Health,
State of Pennsylvania,
County of Dauphin. } P.S.

On the 26th day of June, in the year one thousand
nine hundred and fourteen before me the subscriber
a Notary Public and the above named Samuel
E. Dixon and duly acknowledged the above man-
dated permit to be his act and deed, and desired
that the same be recorded as such.

Witness my hand and Notarial Seal,
My Commission } A. Coleman Scheetz
Expires Feb 21, 1915.

Recorded July 1st A.D. 1914.
August Horneman Jr. Recorder

A. Coleman
Scheetz
Notary Pub.
Dauphin
Pa.

11137 Robert W. Emerton, Esq. His Deed,
George Marlow, } Made the Fifteenth
year Nineteen hundred } day of June, in the
Between Robert W. Emerton of the city of York

15779. Permit Relative } Commonwealth of Pennsylvania,
 To Sewerage of } Department of Health,
 York City } To the City Council of York, York
 County, Pennsylvania.
 On June Eighth, (mistakenly hundred and fifteen) the
 City of York, York County, Pennsylvania made applica-
 tion for approval of plans for an extension of its exist-
 ing sewer system by the construction of a storm
 drain which for the present, will be used, as a combined
 sewer, transporting both storm water and sanitary
 sewage. Thereupon, the Governor, Attorney General
 and Commissioners of Health, after giving the matter
 careful study, have unanimously agreed that the
 proposed sewer extension will subserve the general
 interests of the public health.

Therefore, I, Samuel S. Dixon, Commissioner
 of Health, of the Commonwealth of Pennsylvania do
 hereby and herein approve the proposed sewer ex-
 tension and issue a permit therefor, subject to the
 following conditions:

First, "All relevant conditions and stipulations of
 the previous permits shall be continued in full
 force and shall apply to the work herein approved."

Second, "The right herein granted to discharge
 sewage into the water of the State by way of the
 proposed Sherman Alley sewer shall be temporary
 only and shall cease when the sewage disposal
 works now under construction by the city shall
 be placed in operation or at an earlier date, within
 six months after notification by the State Depart-
 ment of Health to cease such discharge."

Third, "The city shall proceed with diligence to
 provide such a sewage disposal plant at completion
 of the disposal plant at complete cessation
 of the discharge of any sewage by the way of the
 existing Sherman Street Out let, will be brought about."

It is required by Law, that this permit before being operative shall be recorded in the Office of the Recorder of Deeds for York County,

Samuel S. Dixon
Commissioner of Health,

Harrisburg, Pennsylvania
June thirtieth Nineteen
hundred and fifteen.



Issued upon unanimous Agreement of the Governor, Attorney General, and Commissioners of Health,

State of Pennsylvania,
County of York, 1915.

On the 30th day of June, in the year One thousand nine hundred and fifteen. Before me, the Subscriber Notary Public, came the above named Samuel S. Dixon, and duly acknowledged the foregoing permit to be his act and deed, and declared that at the same might be recorded with Witness My hand and Notarial Seal,

N. A. Douglas
Notary Public.



My Commission, expires March 9th 1919.

Recorded July 3, A.D. 1915.

August Lomman Jr. Recorder

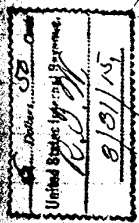
415181

Richard L. Webb
(Ex. part.)

Milton J. Herbert.

The Indenture Made
This thirty first day of March
in the year of our Lord one
thousand nine hundred and
fifteen Between Richard L.

Webb and Maggie M. Webb his wife of Town
Township, York County and State of Pennyl.
Virginia parties of the first part, and Milton J.
Herbert of Town House Borough, in the aforesaid
County and State party of the second part.



year first above written }
 Sealed and Delivered } G. H. Shirk. sent
 in the Presence of } Emma J. Shirk. sent
 Julius W. Fischer

State of Pennsylvania } S.
 County of York

On this thirtieth day of March A.D. 1914,
 before me a Notary Public in and for said State
 and County, came the above named G. H. Shirk and
 his wife Emma J. Shirk and acknowledged the
 foregoing Deed to be their act and deed and de-
 sired the same might be recorded as usual.

Witness my hand and Notarial seal this day
 and year aforesaid.

Julius W. Fischer
 Notary Public.

offices
 Lewis

My Commission expires Jan. 21, 1917.

Recorded December 31, 1915

August Sommerger Recorder.

113. Commonwealth of Penna. / Commonwealth of Pennsylvania
 To: Department of Health,
 City of York. / To the Mayor and City Council, York
 York County, Pennsylvania.

On December twenty first, nineteen hundred and
 fifteen, the City of York, York County, made application for
 an extension of time within which to complete the out-
 fall sewer and sewage treatment works now under course
 of construction.

The statements in the application have been checked
 and verified by the Engineering Division of the Department
 of Health against the physical conditions represented therein.
 Whereupon the Governor, Attorney General and

Commissioner of Health, after reviewing and considering the matter have unanimously agreed that the general interests of the public health will be subserved by granting an extension of time within which to complete the outfall sewer and sewage treatment works.

Therefore, I Samuel G. Dixon, Commissioner of Health of the Commonwealth of Pennsylvania, do hereby and herein grant an extension of time for the completion of the outfall sewer and sewage treatment works and issue a permit therefor, subject to the following conditions: First: The time specified for the completion of the outfall sewer and sewage treatment works is hereby set forward to May first, nineteen hundred and sixteen, on or before which date the City shall have completed and placed in operation the outfall sewer and sewage treatment works and stand ready to receive connections to the municipal sanitary sewer system.

Second: This permit is issued under all relevant conditions of former permits relative to sewerage issued to the City of York.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.

Samuel G. Dixon,

Commissioner of Health,

Harrisburg, Pennsylvania.

December thirty first, nineteen hundred and fifteen.



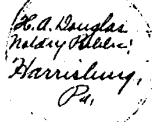
Issued upon unanimous agreement of the Governor, Attorney General and Commissioner of Health

State of Pennsylvania }
County of Dauphin } ss: On the 31st day of
December in the year one
thousand nine hundred and fifteen before me the

Subscribed a Notary Public, came the above named Samuel G. Dixon and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

Witness my hand and Notarial seal,

My Commission
Expires March 26th, 1919,



H. A. Douglas
Notary Public

Recorded January, 10th A. D. 1916.

Edward B. Newman Recorder.

129 Charles Gerber Est.

To

Arabella A. Gerber

Among the records and Proceedings filed and entered of Record in the Orphans' Court of the County of York and State of Pennsylvania, the following appears to wit:

To the Honorable the Judges of the Orphans' Court of York County, Pennsylvania,

The petition of Arabella A. Gerber, respectfully represents that she is the widow of Charles Gerber, late of the City of York, York County, Pennsylvania, deceased, that Charles Gerber, late of the City of York, York County, Pennsylvania, died testate on the 15th day of December, A. D. 1915, leaving his last will and testament which since his death has been duly probated and remaining of record in the office of the Register of Wills of York County, Penna.

That your petitioner hereby files her election in your Honorable Court, to take against the provisions of the last will and testament of Charles A. Gerber, her deceased husband, and does hereby waive the devise and bequests made to her by the said last decedent in his last will and testament, and hereby elects to take the share of the said estate coming to her under the intestate laws of the Commonwealth of Pennsylvania in accordance

Appendix A-5.2 (ScottMadden)

| | | | |
|-------|-----------------------|-------------|---|
| ----- | Eva Williams, | Jacobus, | " |
| | Spurgeon Leber, | Jacobus, | " |
| | Helen Wieman, | York, | " |
| | Minnie Clionsky, | York Haven, | " |
| | Francois Strine, | York, | " |
| | Elizabeth Good Flaig, | York, | " |
| | Adam H. Hamme, | York, | " |

6. The said corporation is to be managed by a Board of Directors consisting of (12) members and the names and residences of these chosen as such for the first year are:

| | |
|-----------------------|-----------------|
| Names. | Addresses. |
| Elizabeth Good Flaig, | York Pa. |
| Eva L. Williams, | |
| Names. (Son) | Addresses. |
| Helen A. Wieman, | York Pa., |
| Miriam Little, | Dover, Pa., |
| Betty Spyster, | York, Pa. |
| Myrtle Brown, | York Pa., |
| Helen Keeney, | York Pa. |
| Minnie Clionsky, | York Haven, Pa. |
| Joseph Tassia, | York Pa., |
| John F. Larkin, | |
| Spurgeon Leber, | |
| Adam H. Hamme, | |

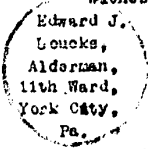
7. The said corporation has ¹⁰capital stock, and the yearly income of the said corporation shall not exceed Ten thousand Dollars (\$10,000.00); and shall be derived from dues paid by the members, and receipts from entertainments by the members.

Witness OUR HANDS AND SEALS this 6th day of March A.D. 1922.,
 Elizabeth Good Flaig,
 John F. Larkin,
 Joseph Tassia.

State of Pennsylvania)
 County of York) SS

Before me, the undersigned An Alderman in and for said County and State, personally appeared Elizabeth Good Flaig, John Larkins, and Joseph Tassia, all of whom are subscribers to the above and foregoing petition of incorporation, and in due form of law severally acknowledge the same to be their act and Deed.

Witness my hand and official seal, this 6th day of March A.D. 1922.,
 Edward J. Loucks, .
 Alderman,
 My Commission Expires the First Monday in
 January 1924.,



AND NOW TO WIT, June 5, A.D. 1922, the within certificate of incorporation having remained on file in the office of the Prothonotary of York County, Pennsylvania, since the 13th day of March, 1922, being the day on which publication of notice of intended application was first made as appears by the record, and due proof of publication having been made, I do hereby certify that I have examined the said instrument and find it in proper form and within the purposes named in the first class of corporations specified in Section Two of the Act of Assembly, approved April 29th, 1874 and said purposes are lawful and not injurious to the community.

IT IS, THEREFORE, ORDERED AND DECREED that the said charter be and the same is, hereby approved and upon the recording of the same and its endorsements and this order in the office of the Recorder of Deeds for York County, Pennsylvania, the subscribers thereto and their associates shall thenceforth be a corporation for the purposes and upon the terms and under the name therein stated.

By the Court,
 Nevin M. Wanner P. J.

By the Court,
 N. S. Ross, W. H. Snyder,
 Judge., Prothy.

June 5, 1922.,
 Charter approved, See decree of Court,
 Wanner, P. J.
 Hooper.

#20269.

To the City Council of York, Permit relative to Sewerage.
 Commonwealth of Pennsylvania, Department of Health,
 York County, Pennsylvania, Harrisburg,

On May twenty-fifth, one thousand nine hundred and twenty-two, an application was received from the city of York, York County, requesting approval of plans of additions to existing sewage treatment works, in accordance with the provisions of the Act of Assembly approved April twenty-second, one thousand nine hundred and five, entitled "An Act to Preserve the Purity of the Waters of the State, for the Protection of the Public Health".

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The plans and other data submitted with the application has been examined and a field inspection made by the Engineering Division of the State Department of Health.

The Chief Engineer of the Department of Health has studied the report of these investigations and has recommended the issuance of a permit under certain conditions and stipulations deemed necessary from the point of view of the present and future needs of the city of York and the general interests of the public health.

The Governor, the Attorney General and the Commissioner of Health, after reviewing and considering the report and study of the Chief Engineer of the State Department of Health, have unanimously agreed that the general interests of the public health will be subserved by approval of plans of additions to existing sewage treatment works, under certain conditions.

Approval is therefore hereby given of plans of additions to existing sewage treatment works as shown on a folio of plans marked sheets one to eight, bearing the title of "York, Pa. Extensions to Sewage Disposal Works", all of which bear the signature of Fuller and McClintock, Engineers, dated May one thousand nine hundred and twenty-two, and received in the office of the State Department of Health on May twenty-fifth, one thousand nine hundred and twenty-two, and a permit issued therefor, subject to the following conditions:-

FIRST: All relevant conditions of prior sewerage permits issued to the city of York shall be continued in full force.

SECOND: During construction no radical changes shall be made from the plans approved unless the municipality shall first submit the proposed revision to the State Department of Health and receive written approval thereof.

THIRD: The works shall be constructed under expert engineering supervision and competent inspection, and in accordance with the plans as herein approved or amended and with the conditions of this permit.

FOURTH: The various structures and apparatus of the sewage treatment works of the city of York shall be maintained in proper condition so that it will individually and collectively perform the functions for which they were designed.

FIFTH: Screenings and sludge shall be disposed of in a sanitary manner to the satisfaction of the State Department of Health.

SIXTH: The basin or reservoir for the purpose of providing a period of contact between the sewage effluent and the chemical germicide shall be redesigned so as to at maximum rates of sewage flow provide a minimum nominal retention period of ten minutes.

SEVENTH: The municipality shall adopt and enforce the necessary measures to cause the discontinuance of discharge of untreated sewage from private sewers within the city of York to the waters of the State and to cause such sewage to be conveyed through the public sewers of the municipality to the sewage treatment works.

This requirement is in accordance with the fifth condition of the sewerage permit issued to the city of York under date of June fourteenth, one thousand nine hundred and seven.

EIGHTH: If, at any time the sewerage system of the municipality or any part thereof or the discharge of sewage therefrom, shall have created a public nuisance or become a menace or prejudicial to public health, the municipality shall forthwith adopt such remedial measures as the State Department of Health may advise or approve.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.

Department of Health of Commonwealth of Penna. Harrisburg, Pennsylvania. Commission of Health. August thirtieth, one thousand nine hundred and twenty-two.

ISSUED UPON UNANIMOUS AGREEMENT OF THE GOVERNOR, ATTORNEY GENERAL AND COMMISSIONER OF HEALTH.

State of Pennsylvania) County of Dauphin)

On the 30th day of August in the year one thousand nine hundred and twenty-two, before me, the Subscriber, a Notary Public, came the above named Edward Martin and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

W. H. Charter, Notary Public, Harrisburg, Pa.

Recorded Sept. 6th, 1922., J. Albert Gross, Recorder.

W. H. Charters, Notary Public, 430 So. 15th St. Harrisburg, Pa., Commission expires March 9th, 1923..

#70266.

Commonwealth of Penna.) CHARTER.) To the Governor of the Commonwealth of Pennsylvania.) to)) Sir) In compliance with the requirements of an Act of the) RuJolph Barnes, Inc.,)) General Assembly of the Commonwealth of Pennsylvania, entitled "An act to provide for the incorporation and regulation of certain corporations, -----"

----- approved the 29th day of April A.D. 1874, and the several supplements thereto, the undersigned, all of whom are citizens of Pennsylvania, having associated themselves together for the purpose hereinafter specified, and desiring that they may be incorporated, and that letters patent may issue to them and their successors according to law, do hereby certify:

1st. The name of the proposed corporation is "Rudolph Barnes, Incorporated".

2d. Said corporation is formed for the purpose of manufacturing and selling, wall hangings of paper and allied materials.

3d. The business of said corporation is to be transacted in Spring Garden Township, York County, Pennsylvania, and in the City of York, Pennsylvania.

4th. Said corporation is to exist perpetually.

5th. The names and residences of the subscribers and the number of shares subscribed by each are as follows:

| Name. | Residence. | No. of Shares. |
|------------------|-----------------------------|--------------------------|
| Rudolph Barnes, | 162 E. Market St. York Pa., | two hundred forty-eight. |
| Helen M. Barnes, | 162 E. Market St. York Pa., | one |
| John H. Timmis, | 825 W. Poplar St. York Pa., | one |

6th. The number of directors of said corporation is fixed at three and the names and residences of the directors who are chosen directors for the first year are as follows:

| Name. | Residence. |
|------------------|------------------------------|
| Rudolph Barnes, | 162 E. Market St. York Pa., |
| Helen M. Barnes, | 162 E. Market St., York Pa., |
| John H. Timmis, | 825 W. Poplar St., York Pa., |

7th. The amount of the capital stock of said corporation is \$25,000.00 divided into 250 shares at the par values of \$100.00, and \$2,500.00, being ten per centum of the capital stock, has been paid in cash to the Treasurer of said corporation, whose name and residence are:

| | |
|------------------------|-------------------------------|
| Rudolph Barnes, | 162 E. Market St., York, Pa., |
| Rudolph Barnes, (seal) | Helen M. Barnes, (seal) |
| | John H. Timmis, (seal) |

State of Pennsylvania)
County of York) SS

Before me, a Notary Public in and for the county aforesaid personally came the above named, Rudolph Barnes, Helen M. Barnes, and John H. Timmis, who in due form of law, acknowledged the foregoing instrument to be their act and deed for the purposes thereon specified.

Witness my hand and Seal of office the eighteenth day of August, A.D. 1922.,

Franklin
M. Beecher,
Notary Public,
York Pa.,

Franklin M. Beecher,
Notary Public.

Commission expires at the end of next session of Senate.

State of Pennsylvania)
County of York) SS

Personally appeared before me, this eighteenth day of August, A.D. 1922, Rudolph Barnes, Helen M. Barnes and John H. Timmis, who being duly sworn, according to law, depose and say that the statements contained in the foregoing instrument are true.

Sworn and subscriber before me, the day and year aforesaid,
Franklin M. Beecher,
Notary Public,
York Pa.,

Commission expires at the end of next session of senate.

EXECUTIVE CHAMBER.

Harrisburg, Aug. 30-1922.

To the Secretary of the Commonwealth:
Having examined the within application and found it to be in proper form, and within the purposes of the class of corporations specified in section two of the act, entitled, "An act to provide for the incorporation and regulation of certain corporations," approved April 29th, A.D. 1874, and the several supplements thereto, I hereby approve the same, and direct that letters patent issue according to law.

Wm. C. Eproul, J. G. W.
Governor.

In witness whereof said grantor has hereunto set his hand and seal the day and year first above written.

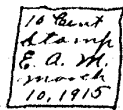
Sealed and Delivered in the presence of

Charles K. Crendorff

Edward A. Michael }
State of Pennsylvania } ss:
County of York }

On this 10th day of March A.D. 1915 before me a Notary Public in and for County and State personally came the above named Charles K. Crendorff (Widower) and acknowledged the foregoing deed to be his act and deed and desired the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.



Edward A. Michael
Notary Public
York, Pa.

Edward A. Michael
Notary Public

Recorded Mar. 11, 1915

August Louneiman Jr. Recorder

13290 Comm of Penna
To
City of York

Commonwealth of Pennsylvania
Department of Health
To the Mayor and City Council
York, York County, Pennsylvania

On February twenty fourth nineteen hundred and fifteen the city of York, York County, Pennsylvania, made application for approval of Plans for works for the partial treatment of the sewage of the city.

Whereupon, the Governor, Attorney General and Commissioner of Health after considering the matter have unanimously agreed that the proposed works for the partial treatment of the sewage

from the city will subscribe the general interests of the public health.

Therefore, I, Samuel S. Dixon, Commissioner of Health of the Commonwealth of Pennsylvania do hereby and herein approve the plans for the works for the partial treatment of the sewage of the city and issue a permit therefor subject to the following conditions.

First: All the relevant conditions and stipulations of the previous permits pertaining to the sewer system in the City shall remain and be in full force and effect.

Second: Prior to construction of the works the city shall submit for approval plans for the addition of the chemical germicide to the effluent from the Luthoff tanks and for the construction of a sedimentation basin to provide a contact period of not less than fifteen minutes duration between the disinfectant and the effluent from the tanks. The purpose of the chemical germicide is to destroy the dangerous bacteria contained in the sewage and the addition of this germicide at the influent end of the tanks does not offer a guaranteed based upon successful experience that this object will be satisfactorily accomplished. If the City desires to maintain the apparatus in service for the addition of the germicide at the influent end of the tanks as an experimental procedure the State will offer no objection provided that the other construction herein required has been completed and is ready for use.

Third: The city shall on or before December thirty first nineteen hundred and fifteen have constructed and placed in operation the outfall sewer pumping station and sewage treatment works herein approved for sedimentation of the

sewage and treatment with a germicide which will involve the construction of Imhoff tanks, sludge beds and the installation of apparatus for the introduction of a germicide. Upon completion of the works the city shall file in the office of the State Department of Health detail plans of the work as actually constructed.

Fourth: All roof and storm water shall be excluded from the sewers hereafter to be built. The sewers shall be used for sanitary purposes only and the city shall whenever so required exclude from the system all storm and roof water which may be admitted to the sewer system at the present time. The purpose of this step is to reduce the amount of liquid carried to the sewage treatment works to a practicable minimum and its proper fulfillment by the city will result in a decreased maintenance cost of the treatment works. It shall not however be construed to mean a permit to discharge sanitary sewage from existing or contemplated private or municipal sewers untreated into State waters nor such industrial wastes as may be properly cared for in the sewage treatment works.

Fifth: No pathogenic material from any laboratory shall be discharged into the sewer system. The proper authorities shall cause these wastes to be destroyed on the premises.

Sixth: Upon completion of the sewage treatment works and the beginning of use of the sanitary sewer system, the city shall by means of suitable ordinance or regulation bring about as rapidly as practicable the disconnection of all properties from existing public or private sewer systems discharging into State waters and a connection of the same with the comprehensive

municipal system to the end that all discharge of sewage into State waters within the municipal territory of the city of York, excepting through the treatment works may cease.

Seventh: The sewage treatment works shall be operated for at least one year after completion under the responsible supervision and direction of the expert who designed it or some one equally competent to perform this service during which time the city officials will have opportunity to become thoroughly versed in the proper operation and maintenance of the plant.

Eighth: Daily records of the operation of the sewer system and sewer treatment works shall be kept as far as satisfactory to the State Department of Health and copies thereof shall be filed weekly in the office of the said Department. The city shall make bacteriological, chemical and mechanical tests of the sewage and of the effluent from the tanks at intervals sufficient to determine the efficiency with which the plant is operating and copies of the results of such tests shall be incorporated in the weekly reports of operation herein required.

Ninth: Upon completion of the treatment works herein approved, the State Department of Health shall be notified in order that a representative may be present at the initial test of the plant should it appear necessary or desirable.

Tenth: This permit to discharge partially treated sewage into waters of the State shall cease on December thirty first nineteen hundred and seventeen or not before which time the city shall have constructed and placed in operation the remaining portions of the sewage treatment plant to effect or more through modification of the sewage than that

secured by sedimentation and treatment by a chemical germicide unless the State authorities shall hereafter determine that the general interests of the public health would be subserved by granting a further extension of time for the discharge of partially treated sewage into State waters.

Eleventh: If at any time the sewer system, the sewage treatment works or any part thereof or the discharge of partially treated sewage into State waters shall have become a nuisance or menace to public health then such remedial measures shall be undertaken by the city as the State Department of Health may advise or suggest.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.

Department
of Health
Commonwealth
of Pennsylvania

Samuel S. Dixon

Commissioner of Health.

Harrisburg, Pennsylvania, March

tenth, nineteen hundred and fifteen.

By Agreement of the Governor, Attorney General and Commissioner of Health.

State of Pennsylvania } ss:
County of Dauphin }

On the 10th day of March in the year one thousand nine hundred and fifteen before me the subscriber a Notary Public came the above named Samuel S. Dixon and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

Witness my hand and Notarial seal.

A. Coleman
Sheetz
Notary
Public
Harrisburg
Pa.

A. Coleman Sheetz

My Commission expires Feb. 21, 1919.

Recorded March 12, 1915

August Sonneman Jr. Recorder

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in and for the County of York Pennsylvania, in Record Book 8-A, page 198.

AND the said party of the first part for himself, his heirs executors and administrators doth by these presents, covenant, grant and agree to and with the said parties of the second part their heirs and assigns forever, that he the said party of the first part and his heirs all and singular the hereditaments and premises herein above described and granted or mentioned, and intended so to be with the appurtenances unto the said parties of the second part their heirs and assigns, against him the said party of the first part and his heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereby by from or under him or them or any of them shall and will warrant and forever defend.

IN WITNESS WHEREOF the said party of the first part to these presents has hereunto set his hand and seal Dated the day and year first above written.

SIGNED Sealed and delivered in the Presence of

George Hay Kain Jr.,
Elmora E. Heilman

Charles H. Moore (Seal)

RECEIVED the day of the date of the above Indenture of the above named Raymond A. Bentzel and Lawrence W. Glatfelter, the sum of One thousand eight hundred (\$1,800.00) Dollars in full of the consideration money therein mentioned.

Charles H. Moore.

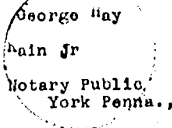
STATE OF PENNSYLVANIA)
) SS.
COUNTY OF YORK)

On the twenty seventh day of November Anno Domini 1933, before me, the subscriber, a Notary public of said State residing in the City of York, in said County, personally appeared the above named Charles H. Moore, single man, and in due form of law acknowledged the above Indenture, to be their act and deed, and desired the same might be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.

George Hay Kain Jr., Notary Public

My Commission Expires Jan 31, 1937.



The residence of the within named grantee is 1018 N. Geo St., York Pa.,

George Hay Kain Jr., on Behalf of the Grantee.

Recorded November 27, 1933., John W. Young, Recorder.

22667 :
Commonwealth of Penna., : COMMONWEALTH OF PENNSYLVANIA; Department of Health,
to : Harrisburg,
City of York, : To the Mayor and City Council of
: York, York County,
: Pennsylvania.

On October thirtieth, one thousand nine hundred and thirty three an application was received in the Harrisburg Office of the Pennsylvania Department of Health from the City of York, York County, requesting approval of the construction of a gate chamber, bypass, screen house, and a mechanical self cleansing bar screen and shredder to be located at the York Sewage treatment works, with a sluice gate to be installed on the bypass and sealed by the Pennsylvania Department of Health and subject to the Department's regulations, the bypass to be used for by passing sewage at times of repairs to the mechanical screen and in the event that the pumps in the pump station fail at times of high water the application having been made in accordance with the provisions of the Administrative Code approved April ninth, one thousand nine hundred and twenty nine.

Under authority of a resolution of the Sanitary Water Board adopted July seventeenth, one thousand nine hundred and twenty three, the data submitted with the application have been

examined by the Bureau of Sanitary Engineering of the Department of Health which indicate that York has an existing sewage treatment works providing primary treatment, to which the sewage of the City is conveyed through a five foot outfall sewer, that at the plant end of this outfall sewer there exists a coarse bar screen located in a screen pit in the dike surrounding the treatment works, that this pit does not offer satisfactory working conditions in addition to its involving a large amount of manual cleaning of the screen and that in order to reduce this labor, to afford better working conditions for the plant operators and more efficient cleaning of the screen, and disposal of screenings, the City now proposes to reconstruct its existing screen chamber to install a mechanically cleaned bar screen of the straight line type, and a mechanical shredder to which the screenings will be discharged and by which they will be communicated and returned to the flow of raw sewage prior to its entry to the plant units and to construct a suitable screen chamber for housing the apparatus, and a concrete gate chamber provided with a sluice gate controlled bypass to Codorus Creek, whereby the flow of sewage may be controlled and sent either through the screen chamber or in the event of necessity for repairs to the screen or failure of the pumps at the sewage treatment works at times of high water, to permit the temporary bypassing of the City's sewage to Codorus Creek.

THE STUDY FURTHER SHOWS THAT THE PROPOSED RECONSTRUCTION OF the screen chamber, the mechanically cleaned screen and the mechanical Shredder, appear to be of satisfactory design and to comprise equipment already in successful use, that, however certain details of the proposed mechanical equipment have not as yet been submitted, that the proposed screen house is in general conformity with the existing buildings at the sewage treatment works; that the proposed gate chamber is of generally satisfactory design; that it is proposed to have the Pennsylvania Department of Health seal the sluice gate on the bypass and to only use this bypass as an emergency outlet and in accordance with the regulations of the Pennsylvania Department of Health, and that approval can be given to the proposed reconstruction.

THE STUDY ALSO INDICATES that the City desires to undertake the construction of the proposed mechanical screen, and appurtenances at the earliest practicable date and that therefore, it is desirable that prompt action be taken upon the City's application.

THE BUREAU OF ENGINEERING has recommended approval of the proposed reconstruction to permit the installation of a mechanically cleaned bar screen at the City's sewage treatment works, and of the gate chamber and bypass and the issuance of a permit therefor, subject to certain conditions.

AS SECRETARY of Health, I have reviewed the recommendations of the Bureau of Sanitary Engineering and have approved the same. Therefore acting under the ad interim powers conferred upon the Department of Health, under paragraph A. Section 2109, of the Administrative Code approved April ninth one thousand nine hundred and twenty nine, approval is hereby given of the proposed reconstruction of the existing screen chamber and the installation of a mechanically cleaned coarse bar screen with its appurtenances, including a concrete gate chamber, and bypass, sewer to Codorus Creek as these are shown upon a folio of five plans the first being a photostat entitled: "Proposed Self Cleaning Bar Screen, and Shredder for City of York Pa., The Jeffrey M'fg. Co Columbus, Ohio U.S.A. conveying Engineering Department Sheet, A. No 22679" two being blue prints bearing the title: "York Pa., Sewage Disposal Works Screen house October 1933", one a blue print entitled "York Pa., Sewage Disposal works General Layout Plan of Improvements to be made Aug. 21, 1933", and the fifth a blue print entitled "York Pa., Sewage Disposal Works Gate Chamber, for 36" By Pass to Codorus River, October 1933", the Photostat being a drawing prepared by the Jeffrey Manufacturing Company of Columbus Ohio, and the blue prints having been prepared in the office of City Engineer C.F.W. Wallow, All plans having been received in the Harrisburg Office of the Pennsylvania

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Department of Health on October thirtieth one thousand nine hundred and thirty three; and as proposed in the application; and a permit is issued therefor, subject to the following conditions;

FIRST: All relevant conditions of prior sewerage permits issued to the City of York shall be continued in full force.

SECOND: During construction no radical changes shall be made from the plans herein approved unless the municipality shall first submit the proposed revision to the Sanitary Water Board and receive written approval thereof.

THIRD: The works shall be constructed under expert engineering supervision and competent inspection, and in accordance with the plans as herein approved or amended and with the conditions of this permit.

FOURTH: The approval herein granted is specifically limited to the general scheme and to such details as are shown upon the plans submitted with the application. Prior to the construction of the mechanical equipment all necessary additional details of the installation shall be submitted to and approved by the Bureau of Sanitary Engineering of the Pennsylvania Department of Health.

IN this connection attention is called to the necessity of showing the details concerning the manner of discharge of the screenings to the feeding hopper of the shredder; of the point of discharge of the comminuted solids from the shredder to the influent line to the sedimentation tanks; and of the ventilating system.

ALSO, attention is directed to the necessity of providing proper water lines under pressure for the cleansing of the screen house and appurtenances and to the possibility of more convenient arrangements for the placing and removing of the stop planks in the gate chamber.

FIFTH, when the herein approved sewage treatment works are constructed and before they are placed in operation the city of York shall notify the State Department of Health so that an inspection of the works may be made by a representative of the Department.

SIXTH: The screenings shall be handled so that a nuisance is not created and shall be disposed of in a sanitary manner to the satisfaction of the Sanitary Water Board.

SEVENTH: Daily records of the operation of the sewage treatment works shall be kept on forms satisfactory to the State Department of Health, and copies of such records shall be filed at weekly intervals in the office of the said Department.

THESE reports shall include the quantity of sewage treated and the results of such tests and analyses as the State Department of Health may deem necessary for proper control of the operation of the sewage treatment works.

EIGHTH: The sluice gate on the bypass from the gate house to Codorus Creek shall be sealed by the Pennsylvania Department of Health and this shall be broken only at such times as repairs to the screen, failure of the pumps at the sewage treatment works, or other actual emergency makes such break of the seal necessary.

THE City shall promptly notify the Department of Health of such breaking of the seal, giving the reasons therefor, and where the use of the bypass becomes necessary for repair of equipment or for such other purposes as will permit advance notice of such use of the bypass to be given. the City shall so notify the Department in advance of such use.

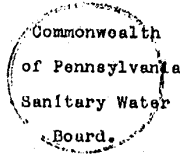
NINTH: If at any time the sewerage system of the municipality, or any part thereof, or the discharge of sewage therefrom, shall have created a public nuisance or become a menace or prejudicial to the general interests of the public health, the municipality shall forthwith adopt such remedial measures as the Sanitary Water Board may advise or approve.

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Nothing herein contained shall be construed to be an intent on the part of the Sanitary Water Board to approve any act made or to be made by the municipality inconsistent with its lawful powers or with existing laws of the commonwealth regulating sewerage and the practice of professional engineering.

IT IS required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County,

By Theodore B. Appel M. D.
Secretary of Health,
Chairman, Sanitary Water Board.



Attest, J. R. Hoffert, Civil Engineer
Acting Secretary, Sanitary Water Board.

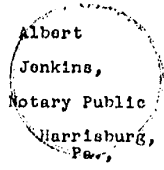
HARRISBURG PENNSYLVANIA

November third, one thousand nine hundred and thirty three.

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF DAUPHIN :

On the 3rd, day of November in the year one thousand nine hundred and thirty three before me, the Subscriber, a Notary Public came the above named Theodore B. Appel and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

WITNESS my hand and Notarial seal the day and year aforesaid.



Albert Jenkins, Notary Public
My Commission Expires Nov, 16, 1936
Recorded December 5, 1933.
John W. Young, Recorder.

22591.

William E. Taylor ul \$3,500 Revenue
to 10.10.33
W.E.T.
Walter J. Taylor,

THIS DEED Made the tenth day of November in the year of our Lord one thousand nine hundred and thirty three,

BETWEEN William E. Taylor, and Beulah G. Taylor, h
his wife, Mabel A. Klahold and Martin E. Klahold her hus
band, Edna C. Stabley and John Stabley her husband, Earl
W. Taylor and Fay Taylor his wife, Paul Taylor and Thelma, M. Taylor, his wife and Ella S.
Frey and Wilbert Frey her husband, they being all of the heirs and parties interested, ex-
cept the Grantee hereto) in the estate of Annie A. Taylor, late of Red Lion Borough, York
County, Pennsylvania deceased, Grantors, and Walter J. Taylor, of Red Lion Borough, County
and State aforesaid, Grantee:

WITNESSETH, that in consideration of thirty five hundred (\$3500.00) Dollars in hand paid
the receipt whereof is hereby acknowledged the said grantors do hereby grant and convey to
the said grantors do hereby grant and convey to the said grantee,

ALL the followint described lot of ground situate in the Borough of Red Lion, York
County, Pennsylvania, bounded and limited as follows to wit:

BEGINNING at a point on the east side of South Main street at the intersection of south
Main street and Taylor Street, thence in a Northerly direction along the curbline of said
South Main street one hundred twenty four feet to another point on said curbline and corner
of land of William E. Taylor, thence in an Easterly direction along land of said William E.
Taylor one hundred fifty feet to a point on the Western curbline of a public alley; thence

Esther
Doll
Seal
Notary Public
York County,
York,
Pa.

Esther Doll (Seal)

My Com. expires Mar. 5-1937.

Recorded October 10, 1935, Howard M. Rohrbaugh, Recorder.

9654

Sanitary Water Board : To the Mayor and City Council of
to : York, York County
York City : Pennsylvania

On June tenth, one thousand nine hundred and thirty-five an application was received in the Harrisburg Office of the Pennsylvania Department of Health from the city of York, York County, requesting a permit for the construction of sanitary sewers in certain streets as set forth in detail in the application and its accompanying plans; and on August second, one thousand nine hundred and thirty-five another application was received in the same office from the city of York requesting approval of additional sewers in certain streets as set forth in detail in that application and its accompanying plans; all the proposed sewers to comprise extensions to the existing sewer system of the city of York, and the sewage from the proposed sewers to be discharged into the city's existing sewage treatment works for treatment prior to its discharge into the waters of the State; the application having been made in accordance with the provisions of The Administrative Code approved April ninth, one thousand nine hundred and twenty-nine.

Under authority of a resolution of the Sanitary Water Board adopted July seventeenth, one thousand nine hundred and twenty-three, the data submitted with the applications have been examined by the Bureau of Sanitary Engineering of the Department of Health which indicate that in the first application aforesaid the city requested approval of sewer extensions in certain named streets grouped as "Exhibit E" to "Exhibit S" inclusive, comprising extensions to the existing sewer system generally in accordance with the comprehensive plan of sewerage previously approved or comprising satisfactory modifications or extensions of this system to meet present conditions; that in the second application the city desires that this application supersede the first application, because of the supersedure of the Emergency Relief Administration by new federal authority; and that the city in the second application includes the sewers for which approval was requested in the first application and in addition asked for approval of certain other sewer extensions of similar character, the entire lot of sewers being designated as "Exhibit A" to "Exhibit F" inclusive, "Exhibit H" to "Exhibit U" inclusive, and as "Exhibit G-V", "Exhibit G-W", and "Exhibit G-X".

The study further indicates that the city desires to construct the proposed sewers with federal financial assistance; that these sewers are to be constructed progressively as several separate projects; that because of the generally satisfactory character of the proposed sewers the Sanitary Water Board, in accordance with the recommendation of the Bureau of Sanitary Engineering, approved by the Secretary of Health, authorized the issuance of a permit approving the first proposed sewers; and that subsequently, following receipt of the second application, the Secretary of Health, acting under the ad interim powers conferred upon the Pennsylvania Department of Health by the Administrative Code, in order to expedite the city's application for federal assistance, gave ad interim approval of the additional sewers included in the second application aforesaid and authorized the issuance of a permit therefor.

Therefore, approval is hereby given of the proposed sewer extensions as these are shown upon a folio of twenty-one plans bearing the following titles: "York, Pa. Map of 14th

Ward Sewer Lines October 1933", "York, Pa. Map of Sewer Lines October 1933", "Plan showing Sanitary Sewers draining the 15th Ward York Penna July 1935", "Plan & Profile of Proposed Sanitary Sewer on Arlington Road between Merion & Irving Roads 1935", "York, Penna. Proposed 8" San. Sewer on Irving Road Queen St. to Rathton Road 15th Ward 1935", "York, Pa. Proposed 8" San. Sewer on McKenzie Street Merion Road to Arrow Al. 15th Ward Jan. 1935", York, Penna. Proposed 8" Sanitary Sewer on S. Queen Street Springdale Ave. to Windsor St. 15th Ward April 1935", "York, Pa. Proposed 8" San. Sewer on Springdale Road Queen St. to Pine St. 15th Ward Jan. 1935", "York, Penna. Proposed 8" San. Sewers on Arlington St. & Kain Ay. 15th Ward July 1935", "York, Penna. Proposed 8" Sanitary Sewer on Payton Road Queen St. to Arlington Road 15th Ward July 1935", "York, Pa. 12th Ward Trunk Sewer draining North Eastern Section of City Jan 1931 Revised May 1935", "York, Penna. Proposed 8" Sanitary Sewer on York Street State St. to Sherman St. 12th Ward May 1935", "York, Penna. Proposed 8" Sanitary Sewer on Diehls Mill Road Hay St. to Chestnut St. 12th Ward May 1935", "York, Penna. Proposed 8" Sanitary Sewer on Center Street Hay St. to Walnut St. 12th Ward May 1935", "York, Penna. Proposed 8" San. Sewer on Eberts Lane Hay St. to Walnut St. 12th Ward May 1935", "York, Penna. Proposed 8" Sanitary Sewer on Hartman St. Wallace Alley to Phila. St. 12th Ward May 1935", "York, Penna. Proposed 8" & 10" San. Sewer on Philadelphia St. Hartman St. to East St. 12th Ward May 1935", "York, Penna. Proposed 8" Sanitary Sewer on East St. Phila. St. to Clarke Alley 12th Ward May 1935", "York, Penna. Proposed 8" San. Sewer on Harrison St. Philadelphia St. to Clarke Al. 12th Ward May 1935", "York, Pa. Proposed 8" San. Sewer on Pennsylvania Ave. Belvidere Ave. to Carlisle Ave. 14th Ward Jan. 1935", and "York, Pa. 8" San. Sewer Exten Penna. Ave., Hawthorne & Maryland 14th Ward Revised May 1935"; the plans having been received in the Harrisburg Office of the Pennsylvania Department of Health on August second, one thousand nine hundred and thirty-five; and as proposed in the application; and a permit therefor is hereby issued to the city of York, York County, subject to the following conditions:

FIRST: All relevant conditions of prior sewerage permits issued to the city of York shall be continued in full force.

SECOND: During construction no radical changes shall be made from the plans herein approved unless the municipality shall first submit the proposed revision to the Sanitary Water Board and receive written approval thereof.

THIRD: The works shall be constructed under expert engineering supervision and competent inspection, and in accordance with the plans as herein approved or amended and with the conditions of this permit.

FOURTH: No storm water from pavements, areaways, roofs, or other sources shall be admitted to the sewers herein approved, which shall be used exclusively as carriers of domestic sewage and suitable industrial wastes.

FIFTH: During construction of the herein approved sewers, proper care shall be taken to secure tight joints in order to reduce the infiltration of ground water to a minimum, and also to secure straight grades and alignment and smooth interior surfaces in order to deliver the sewage to the outlet in as fresh a condition as possible.

SIXTH: A sufficient number of manholes shall be constructed in suitable locations to provide adequate means for proper inspection and thorough cleansing of the sewers. Generally they will be required at junctions, summit ends, changes of line and grade and on straight lines at intervals depending upon the size and grade of the sewer, but in no case exceeding six hundred feet measured along the line of the sewer.

SEVENTH: The public sewers of the municipality shall be maintained by repair when necessary and kept free from deposits by flushing or other proper means of cleansing in

order that they may at all times afford a proper means for the prompt conveyance of sewage.

EIGHTH: On or before December thirty-first of each year the city shall file in the office of the State Department of Health satisfactory plans of all sewers constructed during that year, together with any other information in connection therewith that may be required, in order that the Sanitary Water Board may at all times have full information as to the extent and use of the system.

NINTH: Within one month the city of York shall submit to the Sanitary Water Board a report setting forth the progress made by that ^{date} toward complying with the conditions of the sewerage permits issued to the city by the Board.

TENTH: If at any time the sewerage system of the municipality or any part thereof or the discharge of sewage therefrom, shall have created a public nuisance or become a menace or prejudicial to the general interests of the public health, the municipality shall forthwith adopt such remedial measures as the Sanitary Water Board may advise or approve.

Nothing herein contained shall be construed to be an intent on the part of the Sanitary Water Board to approve any act made or to be made by the municipality inconsistent with its lawful powers or with existing laws of the Commonwealth regulating sewerage and the practice of professional engineering.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.

SANITARY WATER BOARD

BY: EDITH MacBride Dexter

Edith MacBride-Dexter, M. D.,
Secretary of Health,
Chairman.

ATTEST: J. R. Hoffert

J. R. Hoffert
Civil Engineer
Acting Secretary

Harrisburg, Pennsylvania
August fifth, one thousand nine
hundred and thirty-five.

STATE OF PENNSYLVANIA)
)SS
COUNTY OF DAUPHIN)

On the 27th day of September in the year one thousand nine hundred and thirty-five, before me, the Subscriber, a Notary Public, came the above named EDITH MACBRIDE-DEXTER and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

Harry D. Dando
Notary Public
Dauphin County,
Wiconisco,
Pa.

Harry D. Dando N. P.
Notary Public

My Commission expires March 9, 1939.

Recorded October 11, 1935, Howard M. Rohrbaugh, Recorder.

9662

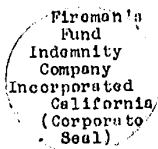
Daisy A. Landis vir : Mortgage Dated May 20, 1920.
to : Upon Property Situated on East side of South
Annie A. Heckert al : Hartley Street, in the City of York, York County, Pennsyl-
to : vania, known as No. 129 south Hartley Street, bounded on the
Annie A. Heckert, exr. al. : North by a 20 feet wide public alley, on the south by
property of Estate of D. Philip Heckert about to be conveyed to Elmer E. Rohrbach, and on
the west by south Hartley Street, containing in front on said Street 20 feet and extending
in depth eastward 75 feet to said 12 feet wide alley.

shall have the power to appoint Resident Vice-Presidents, Resident Assistant Secretaries, agents and attorneys-in-fact to execute, on behalf of the Company, any and all bonds, undertakings, recognizances, policies, contracts of indemnity, stipulations, underwriting undertakings and other writings obligatory in the nature thereof, and to attach the seal of the Company thereto when required, and to appoint agents and attorneys-in-fact to accept legal process on behalf of the Company and to make appearances on its behalf, and the President or any Vice-President who is also a member of the Board of Directors, or any other Vice-President specially authorized so to do by the Board of Directors, shall have power to revoke any appointment made pursuant hereto and to revoke any and all authority conferred by any such appointment."

And I do hereby further certify that said By-Law was duly adopted as a By-law of FIREMAN'S FUND INDEMNITY COMPANY on the 31st day of October, 1930, and is now in full force and effect.

AND I do hereby further certify that Richard V. Goodwin, who executed the foregoing instrument on behalf of said Company, is and at the time of the execution thereof was Vice-President and duly authorized to so act on behalf of said FIREMAN'S FUND INDEMNITY COMPANY.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of FIREMAN'S FUND INDEMNITY COMPANY, this 15th day of September, 1936.



R. W. Stewart
Assistant Secretary of
FIREMAN'S FUND INDEMNITY COMPANY

Recorded, September 30, 1936, Howard M. Rohrbaugh, Recorder.

15333

Sanitary Water Board : To the Mayor and City Council of
to : York, York County,
York City : Pennsylvania.

On January twenty-fourth, one thousand ninehundred and thirty-six an application was received in the Harrisburg Office of the Pennsylvania Department of Health from the city of York, York County, requesting a permit for the construction of certain sanitary sewers described in a list accompanying the application, the sewage so collected to be discharged into the existing sanitary sewer system of the city and thence through the city's treatment works; the application having been made in accordance with the provisions of the Administrative Code approved April ninth, one thousand nine hundred and twenty-nine.

Under authority of a resolution of the Sanitary Water Board adopted July Seventeenth, one thousand nine hundred and twenty-three, the data submitted with the application have been examined by the Bureau of Sanitary Engineering of the Department of Health which indicate that the city of York has an approved comprehensive plan of sewerage and sewage treatment works which are now receiving flows approximating the design capacity of the plant; that the degree of treatment afforded by the treatment works is insufficient to satisfactorily modify the sewage of the city during the periods of low flow of Codorus Creek; and that the city has been notified to undertake a study of its sewerage needs.

The study further shows that the proposed sewers constitute minor lateral sewer extensions not previously approved in connection with the aforesaid comprehensive plan of sewerage; that the proposed sewers are of generally satisfactory design; that the additional load to be placed upon Codorus Creek by the proposed sewer extensions should not, for the present, materially change conditions in the stream; and that the city desired to undertake the prompt construction of the proposed sewers with Works Progress Administration assistance.

The study also shows that because of the generally satisfactory character of the proposed

sewers and the desirability of expediting the city's construction of the proposed sewers, the Secretary of Health, upon the recommendation of the Bureau of Sanitary Engineering, granted ad interim approval of the proposed sewers, subject to certain conditions, in a letter dated February Fourteenth, one thousand nine hundred and thirty-six.

The Sanitary Water Board at a meeting held on March second, one thousand nine hundred and thirty six, ratified the aforesaid ad interim action of the Secretary of Health and authorized the issuance of a permit to the city of York, York County, in accordance with the recommendations of the Bureau of Sanitary Engineering, approved by the Secretary of Health.

Therefore, approval is hereby given of the proposed sanitary sewer extensions as those are shown upon a folio of twelve plans bearing the following titles: "York, Pa. Map of 14th Ward Sewer Lines October 1935", "York, Pa. Map of Sewer Lines October 1935", "York, Penna. 14th Ward San. Sewers To Be Built on Streets as Shown. Nov. 13, 1935.", "Plan & Profile of Proposed Sanitary Sewer on Springdale Road between Newlin Rd. & S. Queen St. 1935", "Plan & Profile of Proposed Sanitary Sewer on Springdale Road between McKenzie St. & Newlin Rd. 1935", "Plan & Profile of Proposed Sanitary Sewer on McKenzie St. between Merion & Springdale Rds. 1935", "Plan & Profile of Proposed San. Sewer on S. Duke St. Between Springettabury Ave. & Rathton Rd. 1935", "Plan & Profile of Proposed San. Sewer on Irving Ave. between Queen & Pine Sta. 1935", "Plan & Profile of Proposed San. Sewer on Queen St. & Cadot Ay. 1935", "Plan & Profile of Proposed San. Sewer on Center St. between May St. & P. R. R. 1935", "York, Penna. Proposed 8" San. Sewer on Sampson Alley Pine St. West 10th Ward Nov. 14, 1935", and "York, Pa., Proposed 10" San. Sewer on E. Poplar St. Lehman St. to Harrison St. 12th Ward Sept. 7, 1935"; the plans having been prepared by C. F. W. Wallow, City Engineer, and having been received in the Harrisburg Office of the Pennsylvania Department of Health on January twenty-fourth, one thousand nine hundred and thirty-six; as proposed in the application; and a permit therefor is hereby issued to the city of York, York County, subject to the following conditions:

FIRST, All relevant conditions of prior sewerage permits issued to the city of York shall be continued in full force.

SECOND: During construction no radical changes shall be made from the plans herein approved unless the municipality shall first submit the proposed revision to the Sanitary Water Board and receive written approval thereof.

THIRD: The works shall be constructed under expert engineering supervision and competent inspection, and in accordance with the plans as herein approved or amended and with the conditions of this permit.

FOURTH: The municipality shall forthwith adopt and enforce an ordinance to require all occupied buildings on premises accessible to a public sewer used in conformity with the requirements of State laws, to be connected thereto; also requiring the abandonment of privies and the cleansing and filling of any privy vaults or cesspools or similar receptacles for human excrement on said premises, and also prohibiting any connection from any privy vault or cesspool being made to the public sewer system.

FIFTH: No storm water from pavements, areaways, roofs or other sources shall be admitted to the sewers herein approved, which shall be used exclusively as carriers of domestic sewage and suitable industrial wastes.

SIXTH: During construction of the herein approved sewers, proper care shall be taken to secure tight joints in order to reduce the infiltration of ground water to a minimum and also to secure straight grades and alignment and smooth interior surfaces in order to deliver the sewage to the outlet in as fresh a condition as possible.

Appendix A-5.2 (ScottMadden)

SEVENTH: A sufficient number of manholes shall be constructed in suitable locations to provide adequate means for proper inspection and thorough cleansing of the sewers. Generally they will be required at junctions, summit ends, changes of line and grade and on straight lines at intervals depending upon the size and grade of the sewer, but in no case exceeding six hundred feet measured along the line of the sewer.

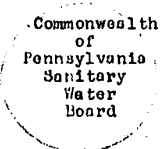
EIGHTH: The public sewers of the municipality shall be maintained by repair when necessary and kept free from deposits by flushing or other proper means of cleansing in order that they may at all times afford a proper means for the prompt conveyance of sewage.

NINTH: On or before December thirty-first of each year the city shall file in the office of the State Department of Health satisfactory record plans of all sewers as constructed during that year, together with any other information in connection therewith that may be required, in order that the Sanitary Water Board may at all times have full information as to the extent and use of the system, and no sewers or sewerage work shall be constructed except such as is herein approved or has been approved by a prior permit still valid.

TENTH: If at any time the sewerage system of the municipality or any part thereof or the discharge of sewage therefrom, shall have created a public nuisance or become a menace or prejudicial to the general interests of the public health, the municipality shall forthwith adopt such remedial measures as the Sanitary Water Board may advise or approve.

Nothing herein contained shall be construed to be an intent on the part of the Sanitary Water Board to approve any act made by the municipality inconsistent with its lawful powers or with existing laws of the Commonwealth regulating sewerage and the practice of professional engineering.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.



SANITARY WATER BOARD
By: Edith MacBride-Dexter, M. D.
Secretary of Health
Chairman

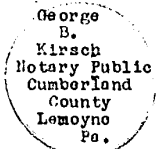
Attest:
J. R. Hoffert
Civil Engineer
Acting Secretary

Harrisburg, Pennsylvania
March second, one thousand nine
hundred and thirty-six.

STATE OF PENNSYLVANIA)
)SS.
COUNTY OF DAUPHIN)

On the 9th day of September in the year one thousand nine hundred and thirty-six, before me, the Subscriber, a Notary Public came the above named EDITH MACBRIDE-DEXTER and duly acknowledged the foregoing permit to be her act and deed and desired that the same might be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.



George B. Kirsch
Notary Public

My commission expires March 9, 1939.

Recorded September 30, 1936, Howard M. Rohrbaugh, Recorder.

15335

Annie J. Quickel Estate : \$2.00
) Fed. Rev. St. Rev.
) 9/30/36 9/30/36
) S.S.L. S.S.L.
Furnace B. Olwiler ux : \$.90
) S.S.L. S.S.L.

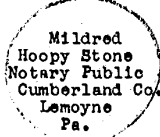
THIS DEED, Made the twenty eighth day of August in the year of our Lord one thousand nine hundred and thirty-six.

BETWEEN George H. Quickel and Cora J. Quickel, his wife, of Windsor Township, Robert C. Quickel and Loretta C. Quickel, his wife of York City, Mary Attejsberger and William H.

Appendix A-5.2 (ScottMadden)

STATE OF PENNSYLVANIA)
) SS:
CUMBERLAND COUNTY,)
On the 4th day of March in the year One Thousand Nine
Hundred and Thirty-two before me, the subscriber, a Notary Public in and for said State
and County personally came the above-named John E. Myers and Eunice Ingham Myers, his wife,
and they acknowledged the above indenture to be their Act and Deed, and desired the same
might be recorded as such.

WITNESS my hand and Notarial seal.



Mildred Hoopy Stone, Notary Public
My Commission Expires March 30, 1935

I HEREBY CERTIFY THAT the precise residence of the
within Grantee is New Cumberland R. D. #1 Fairview Township

Robert M. Wagner, Grantee

Recorded November 8, 1941 - Herbert L. Smith, Recorder.

31500.

Sanitary Water Board : COMMONWEALTH OF PENNSYLVANIA
to : DEPARTMENT OF HEALTH
The City of York : SANITARY WATER BOARD
HARRISBURG

SEWERAGE PERMIT

The Sanitary Water Board, which by virtue of The Administrative Code approved June 7,
1923, P. L. 498, and the amendments thereto and of Act approved June 22, 1937, P. L. 1987,
is empowered to exercise certain powers and perform certain duties "To preserve and improve
the purity of the waters of the Commonwealth for the protection of public health, animal
and aquatic life, and for industrial consumption, and recreation", hereby issues this permit
to the city of York, York County, in response to the city's application, approving subject
to certain conditions, proposed sanitary sewer extensions to the existing sewer system of
York as these sewers are shown upon three folios of plans. The first folio consists of
nine plans, the first two of which bear the titles, "York, Pa. Map Of 14th Ward Sewer Lines",
dated October 1937; "York, Pa. Map Of Sewer Lines", dated October 1937; the third of which
bears the title, "York, Penna. Sanitary Sewer Extensions On Streets And Alleys In Present
City Layout 1938 Plan 1 Of 7 January 31, 1938"; and the remaining six of which plans are
designated respectively "Plan 2 of 7" to Plan 7 of 7" inclusive.

The second folio consists of six plans bearing the following titles: "York, Pa. Map
Of 14th Ward Sewer Lines", dated October 1938; "York, Pa. Map Of Sewer Lines", dated
October 1938; "York, Penna. Sanitary Sewer Extensions On Streets And Alleys In Present City
Layout 1938 Plan 1 Of 7", dated January 31, 1938; "Plan & Profile Of Sanitary Sewer On
Fahs St. Bet. Conewago & Chanceford Sts. York, Penna.", dated 1938; "Plan & Profile Of
Proposed Sanitary Sewer On Tioga St. Bet. Carroll & Chanceford Sts. York, Penna.", dated 1938;
the sixth plan being an untitled general plan of the northwestern corner of the city.

The third folio consists of three plans bearing the following titles: "York, Penna.
Proposed 8" Sanitary Sewer E. Clarke Alley, West Of Pine Street", dated February 1939;
"York, Penna. 8" San. Sewer On Lynch Alley Edison St. To Sherman St. 12th Ward 1938";
"Tracing Showing Sanitary Sewers In York, Penna.", dated Dec. 1938.

ALL of the plans were prepared in the city engineer's office; certain of the plans
bear colored crayon designations; and the three folios were all filed in the Harrisburg
Office of the Pennsylvania Department of Health, all of the plans of the first folio having
been received on February 4, 1938; the first four of the second folio on October 31, 1938
and the last two on October 20, 1938 and all plans of the third folio having been received
on April 4, 1939.

This permit is issued subject to the following Special Conditions:

"A" On or before June 30, 1942, the city of York shall submit to the Sanitary Water Board for approval a report and detail plans prepared by a competent and experienced sanitary engineer, for units for the complete treatment of the sewage of the city, which is constructed to mean units capable of the consistent removal of 85% or more of the organic material contained in the untreated sewage, plus efficient chlorination, and after approval of the said report and plans, the city shall construct the aforesaid units and place them in operation in accordance with such orders as the Board may issue to the city.

And this permit is further subject to the following numbered Standard Conditions of "STANDARD CONDITIONS RELATING TO SEWERAGE" effective April 1, 1940 attached hereto:

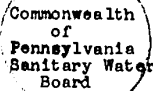
1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 14, 15, 17 and 18.

This permit is issued in response to an application (No. 7285) filed in the Harrisburg Office of the Pennsylvania Department of Health on the Fourth Day of February 1938 and supplemental letters of City Engineer C. F. W. Wallow dated October 18, 1938 and April 4, 1939, and confirms the ad interim approvals issued by the Secretary of Health on February 4, 1938 and October 20, 1938.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.

ATTEST:

J. R. Hoffert,
Civil Engineer
Secretary



SANITARY WATER BOARD

By: A. H. Stewart,
Acting Secretary of Health
Chairman

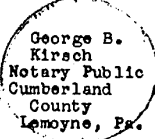
Harrisburg, Pennsylvania.

October 27, 1941

STATE OF PENNSYLVANIA)
) SS
COUNTY OF DAUPHIN)

On the 27th day of October in the year one thousand nine hundred and forty-one, before me, the Subscriber, a Notary Public, came the above named A. H. Stewart, Acting Secretary and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.



George B. Kirsch, Notary Public
My Commission Expires March 9, 1943
Commissioned in Cumb. Co.

PENNSYLVANIA DEPARTMENT OF HEALTH
SANITARY WATER BOARD

STANDARD CONDITIONS RELATING TO SEWERAGE

Effective April 1, 1940

ONE: All relevant and non-superseded conditions of prior sewerage permits, decrees, or orders issued to the herein named permittee or his predecessor shall be continued in full force and effect.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first submit each such revision to the Sanitary Water Board and receive written approval thereof.

THREE: The works shall be constructed under expert engineering supervision and competent inspection, and in accordance with the plans, designs, and other data as herein approved or amended, and with the conditions of this permit.

FOUR: During construction the herein approved sewers shall be so laid and such care and

skill shall be used in their construction as will insure that they conform to the following requirements:

(a) They shall have well-fitted joints made tight to reduce infiltration to a minimum; shall be laid with straight alignment and to true grade; and shall have smooth interior surfaces.

(b) They shall have adequate foundation support by means of the natural soil; or by an approved, especially prepared foundation of piling, concrete cradle, or encasement, or otherwise as conditions require; and their trenches shall be so back-filled that the sewers will have proper structural stability, minimum settlement, and adequate protection against breakage.

(c) To these ends special care shall be taken in the placing of sewers under deep or shallow cover, under heavy loading, in stream crossings, in rock or wet excavations, or under other conditions which impose extra hazards upon their construction.

(d) All concrete used in connection with these sewers and their appurtenances shall be so placed and protected until cured that it will not be injured by water, freezing, drying, or otherwise.

(e) The type and material of both sewer pipe and joint shall be so selected in accordance with actual field and construction conditions, and shall be so incorporated into the work as to conform to the aforesaid requirements.

FIVE: Manholes shall be placed and constructed as shown upon the herein approved plans except, that if not already so provided, they shall be placed on all sewers at junctions, at each change in grade or alignment, at summit ends, and upon straight lines at intervals not exceeding four hundred feet, or wherever necessary to permit satisfactory entrance to and maintenance of the sewers; manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of street wash or grit, and to provide convenient and safe means of access and maintenance.

SIX: No storm water from pavements, areaways, roofs, or other sources shall be admitted to the sanitary sewers herein approved, which shall be used exclusively as carriers of domestic sewage and suitable industrial wastes.

Storm water shall be admitted only to such sewers as are specifically approved for use as combined sewers.

SEVEN: Attention is directed to the necessity of having a qualified person make proper study of all industrial wastes proposed for discharge to the public sewer system, to determine the degree of preliminary treatment, if any, which is necessary before these wastes may be discharged to the said system.

No industrial wastes shall be discharged to the sewer system which will prejudicially affect the sewerage structures or their functioning, or the processes of sewage treatment, and any permission granted by the permittee for industrial wastes discharge into the sewer system should reserve to the permittee the right to regulate the rate of such discharge or to require such further preliminary treatment as may be necessary, or the exclusion of the said industrial wastes from the sewers, if this be deemed necessary to protect the permittee's interests.

EIGHT: The permittee shall forthwith adopt and enforce an ordinance requiring all occupied buildings on premises accessible to a public sewer used in conformity with the requirements of State laws, to be connected thereto; also requiring the abandonment of privies, cesspools or similar receptacles for human excrement on said premises; and also

TWENTY-FIVE: The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air, and to the highly toxic character of certain gases arising from such digestion or from sewage in insufficiently ventilated compartments or sewers. Therefore, at all places throughout the works where hazard of fire, explosion, or danger from toxic gases may occur, the permittee shall post conspicuously proper warnings of a permanent and easily legible character and shall provide for the thorough instruction of all employes concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.

John J. Shaw, M. D., Secretary of Health
Chairman, Sanitary Water Board.

Recorded November 8, 1941 - Herbert L. Smith, Recorder.

31591.

| | | |
|----------------------|---|------------------------------|
| Sanitary Water Board | : | COMMONWEALTH OF PENNSYLVANIA |
| to | : | DEPARTMENT OF HEALTH |
| The City of York | : | SANITARY WATER BOARD |
| | | HARRISBURG |
| | | SEWERAGE PERMIT |

The Sanitary Water Board, which by virtue of The Administrative Code approved June 7, 1923, P. L. 498, and the amendments thereto and of Act approved June 22, 1937, P. L. 1987, is empowered to exercise certain powers and perform certain duties "To preserve and improve the purity of the waters of the Commonwealth for the protection of public health, animal and aquatic life, and for industrial consumption, and recreation", hereby issues this permit to the City of York, York County, in response to the city's application, approving, subject to certain conditions, sanitary sewer extensions to the existing sewer system of York, as these extensions are set forth in the tabulation attached to the application and as further shown upon a folio of twenty plans bearing the following titles: "York, Pa. Map of Sewer Lines", dated October 1933; "York, Pa. Map Of 14th Ward Sewer Lines", dated October 1933; "Plan & Profile Of Proposed Sanitary Sewer On W. Gas Alley Bet. Park & Beaver Sts.", dated 1936; "Plan & Profile Of Proposed Sanitary Sewer On Arlington Road Bet. Merion Road & Arrow Alley", dated 1936; "Plan & Profile Of Proposed Sanitary Sewer On Edgecomb Rd. Bet. Pine St. & Poplar Ay.", dated 1936; "Plan & Profile Of Proposed Sanitary Sewer On Florida Avenue From Existing Sewer West Of Belvidere Ave. To Summit East Of Belvidere Ave.", dated 1936; "Plan & Profile of Proposed Sanitary Sewer On Fahs St. Carroll St. & Conewago", dated 1936; "Plan & Profile Of Proposed Sanitary Sewer To Womans Toilet Farquhar Park", dated 1936; "Plan & Profile Showing Proposed San. Sewer On W. Clarke Ay. Bet. Newberry & Penn Sts.", dated 1936; "York Penna. 8" San. Sewer Exten. On Rose Alley & Bierman St.", dated Dec. 21, 1936; "York, Pa. 8" Sanitary Sewer On Edgecomb Road Poplar Alley to Edgar St.", dated Dec. 11, 1936; "York, Penna. 8" San. Sewer On N. Beaver St. Willis Run to Jefferson Ave.", dated Dec. 18, 1936; "York, Penna. 8" San. Sewer Exten. On Edgar Street Rose Alley To Springdale Ave.", dated Dec. 24, 1936; "York, Penna. 8" San. Sewer Exten. On Springdale Ave. Edgar To Pine Sts.", dated Dec. 24, 1936; "York, Pa. 8" San. Sewer On Bull Road Conewago to Chanceford", dated Dec. 16, 1936; "York, Penna. 8" San. Sewer on Jackson Street Edgar St. to Pine St.", dated Apr. 26, 1937; "York, Penna. 8" San. Sewer On Calvert Street Jackson St. To Springettsbury Ave.", dated April 30, 1937, "York, Penna. 8" San. Sewer on E Springettsbury Ave Edgar St. To Pine St.", dated Apr. 26, 1937; "York, Penna. 8" Sanitary Sewer On Edgar Street Between Springdale Ave. & Neff Ave., " dated June 7, 1937; "York, Penna. 8" Sanitary Sewer On Neff Avenue Between Edgar St. & Poplar Alley", dated June 7, 1937; all the plans having been prepared in the office of the city engineer of York and all

Appendix A-5.2 (ScottMadden)

having been received in the Harrisburg Office of the Pennsylvania Department of Health on July 19, 1937.

This permit is issued subject to the following Special Conditions:

"A" On or before June 30, 1942, the city of York shall submit to the Sanitary Water Board for approval a report and detail plans prepared by a competent and experienced sanitary engineer, for units for the complete treatment of the sewage of the city, which in construed to mean units capable of the consistent removal of 85% or more of the organic material contained in the untreated sewage, plus efficient chlorination, and after approval of the said report and plans, the city shall construct the aforesaid units and place them in operation in accordance with such orders as the Board may issue to the city.

"B" The city's attention is called to its failure to submit to the Sanitary Water Board the revised comprehensive plan of the city's sewerage required by the tenth condition of the sewerage permit issued to York under date of March 4, 1935, and to the necessity that the city promptly submit this revised comprehensive plan.

And this permit is further subject to the following numbered Standard Condition of "STANDARD CONDITIONS RELATING TO SEWERAGE" effective April 1, 1940 attached hereto:

1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 14, 15, 17 and 18.

This permit is issued in response to an application

(No. 7215) filed in the Harrisburg Office of the Pennsylvania Department of Health on the 26th day of July A. D. 1937.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.

ATTEST:

J. R. Hoffert,
Civil Engineer
Secretary

Commonwealth
of
Pennsylvania
Sanitary Water
Board

SANITARY WATER BOARD

By: A. H. Stewart,
Secretary of Health
Chairman

Harrisburg, Pennsylvania.
October 14, 1941

STATE OF PENNSYLVANIA)
) SS
COUNTY OF DAUPHIN)

On the 14th day of October in the year one thousand nine hundred and 41, before me, the Subscriber, a Notary Public, came the above named A. H. Stewart, M. D. and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

George B.
Kirsch
Notary Public
Cumberland
County
Lemoyne, Pa.

George B. Kirsch, Notary Public
My Commission Expires March 9, 1943
Commissioned in Cumberland Co.

PENNSYLVANIA DEPARTMENT OF HEALTH
SANITARY WATER BOARD

STANDARD CONDITIONS RELATING TO SEWERAGE

Effective April 1, 1940

ONE: All relevant and non-superseded conditions of prior sewerate permits, decrees, or orders issued to the herein named permittee or his predecessor shall be continued in full force and effect.

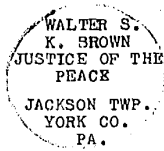
TWO: During construction no radical changes shall be made from the plans designs, and other data herein approved unless the permittee shall first submit each such revision to the Sanitary Water Board and receive written approval thereof.

THREE: The works shall be constructed under expert engineering supervision and com-

Appendix A-5.2 (ScottMadden)

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Witness my hand and Official seal the day and year aforesaid.



Walter S. K. Brown (SEAL)

Justice of the Peace

My Commission expires the First Monday of May, 1909

Recorded March 11, 1943 - Elmer C. Myers, Recorder.

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10615.

COMMONWEALTH OF PENNSYLVANIA :
 DEPARTMENT OF HEALTH :
 TO :
 CITY OF YORK :

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF HEALTH
 SANITARY WATER BOARD
 HARRISBURG

SEWERAGE PERMIT

The Sanitary Water Board, which by virtue of The Administrative Code approved June 7, 1923, P. L. 498, and the amendments thereto and of Act approved June 22, 1937, P. L. 1987, is empowered to exercise certain powers and perform certain duties "To preserve and improve the purity of the waters of the Commonwealth for the protection of public health, animal and aquatic life, and for industrial consumption, and recreation", hereby issues this permit to the city of York, York County, in response to an application from the said municipality and hereby approves, subject to certain conditions, the constructed and proposed sewers to serve the Park Village section as these are shown upon a plan supplementing the said application. The plan bearing the title, "Proposed Sanitary Sewers In Park Village York, Penna. --- July 1942" was prepared in the office of the City Engineer, York, Pennsylvania, and was received in the Harrisburg Office of the Pennsylvania Department of Health on July 25, 1942.

This permit is issued subject to the following Special Conditions:

A. The permittee's attention is called to the fact that the proposed sewers in right of way from Wood Street to Elm Terrace and on Carl Street are shown with grades which are somewhat lower than those which insure self-cleansing velocities. Therefore, further studies should be made to determine if these sewers can be laid with grades which insure self-cleansing velocities, or else other satisfactory provisions shall be made for maintaining these sewers free of deposits.

B. The permittee's attention is particularly called to its failure to fulfill in full the requirements of Special Condition "A" of the permit issued to York under date of October 27, 1941, which reads as follows:

"On or before June 30, 1942, the city of York shall submit to the Sanitary Water Board for approval a report and detail plans prepared by a competent and experienced sanitary engineer, for units for the complete treatment of the sewage of the city, which is construed to mean units capable of the consistent removal of 85% or more of the organic material contained in the untreated sewage, plus efficient chlorination, and after approval of the said report and plans, the city shall construct the aforesaid units and place them in operation in accordance with such orders as the Board may issue to the city."

Therefore, the city shall prepare the aforesaid required plans and report as rapidly as consistent with the present war effort, but these plans and the report shall be submitted to the Sanitary Water Board not later than December 31, 1943, for approval.

And this permit is further subject to the following numbered Standard Conditions of "STANDARD CONDITIONS RELATING TO SEWERAGE" effective November 1, 1942 attached hereto:

1, 2, 3, 4, ^{5,}6, 7, 8, 10, 11, 14, 15, 17 and 18.

This permit is issued in response to an application (No. 7941) filed in the Harrisburg Office of the Pennsylvania Department of Health on the 16th day of June A. D. 1941.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.



SANITARY WATER BOARD

By: A. H. Stewart

Secretary of Health
Chairman

Attest: J. R. Hoffert

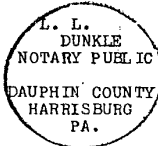
Asst. Chief Engineer
Secretary

Harrisburg, Pennsylvania.
January 21, 1943

STATE OF PENNSYLVANIA)
) SS
COUNTY OF Dauphin)

On the 21 day of January in the year one thousand nine hundred and 43, before me, the Subscriber, a Notary Public, came the above named A. H. Stewart, Secretary of Health and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.



L. L. Dunkle

NOTARY PUBLIC

My Commission Expires June 30, 1945

PENNSYLVANIA DEPARTMENT OF HEALTH
SANITARY WATER BOARD

STANDARD CONDITIONS RELATING TO SEWERAGE

Effective November 1, 1942.

ONE: All relevant and non-superseded conditions of prior sewerage permits, decrees, or orders issued to the herein named permittee or his predecessor shall be continued in full force and effect.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first submit each such revision to the Sanitary Water Board and receive written approval thereof.

THREE: The works shall be constructed under expert engineering supervision and competent inspection, and in accordance with the plans, designs, and other data as herein approved or amended, and with the conditions of this permit.

FOUR: During construction the herein approved sewers shall be so laid and such care and skill shall be used in their construction as will insure that they conform to the following requirements:

(a) They shall have well-fitted joints made tight to reduce infiltration to a minimum; shall be laid with straight alignment and to true grade; and shall have smooth interior surfaces.

(b) They shall have adequate foundation support by means of the natural soil; or by an approved, especially prepared foundation of piling, concrete cradle, or encasement, or otherwise as conditions require; and their trenches shall be so back-filled that the sewers will have proper structural stability, minimum settlement, and adequate protection against breakage.

(c) To these ends special care shall be taken in the placing of sewers under deep or shallow cover, under heavy loading, in stream crossings, in rock or wet excavations, or under

Appendix A-5.2 (ScottMadden)

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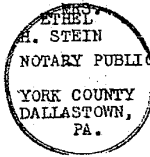
Signed, Sealed and Delivered
in the Presence of
Ethel H. Stein

Joye L. Druck (SEAL)

State of Pennsylvania)
) ss.
County of York

On this, the twenty-seventh day of October, 1944, before me, a Notary Public in and for said State and County the undersigned officer, personally appeared Joye L. Druck, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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



Ethel H. Stein (SEAL)
NOTARY PUBLIC

My Commission Expires January 5, 1947

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is Dallastown Borough, York County, Pennsylvania

October 19 1944

Paul E. Stein
Attorney for grantee

Recorded April 17, 1945 - Elmer C. Myers, Recorder.

---C---

31368,

COMMONWEALTH OF PENNSYLVANIA :

TO :

SEWERAGE PERMIT

YORK CITY :

The Sanitary Water Board, which by virtue of The Administrative Code approved June 7, 1923, P.L. 498, and the amendments thereto and of Act approved June 22, 1937, P.L. 1987, is empowered to exercise certain powers and perform certain duties "To preserve and improve the purity of the waters of the Commonwealth for the protection of public health, animal and aquatic life, and for industrial consumption, and recreation", hereby issues this permit to the City of York, York County in response to an application from the said municipality and hereby approves, subject to certain conditions, the proposed sanitary sewer extension in Eberts Lane as shown upon a plan supplementing the application. The plan, which bears the title, "York, Pa. Plan and Profile of 8" Sanitary Sewer Eberts Lane Hay St. to N.C.R.R. Tracks Ward #12 Block No. 364 March 16, 1945", was prepared by C. E. W. Wallow, City Engineer and was received in the Harrisburg Office of the Pennsylvania Department of Health on April 3, 1945. This permit is issued subject to the following Special Conditions:

A. The permittee's attention is specifically called to the notice issued to the City of York by the Sanitary Water Board under date of November 29, 1944 which directed that the City of York submit, "either along or jointly with any other mutually interested municipality, on or before December 31, 1945 to the Sanitary Water Board for approval, a report upon and detailed construction plans for works to provide complete treatment of the sewage of your City and of any other sewage discharged into your sewers. Complete treatment shall be construed to be such as in the opinion of the Sanitary Water Board will remove practically all of the suspended solids; will remove at least 85% of the organic pollution load as measured by the bio-chemical oxygen demand test; will provide effective disinfection to control disease-

producing germs; will provide satisfactory disposal of sludge; and will produce a final effluent that is suitable for discharge into the receiving stream."

And this permit is further subject to the following numbered Standard Conditions of "STANDARD CONDITIONS RELATING TO SEWERAGE" effective November 1, 1942 attached hereto: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 14, 15, and 16

This permit is issued in response to an application (No. A-361) filed in the Harrisburg Office of the Pennsylvania Department of Health on the 3rd day of April A. D. 1945.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.



SANITARY WATER BOARD
By: A. H. Stewart, M.D.
Secretary of Health
Chairman
Attest: J. R. Hoffert
Asst. Chief Engineer
Secretary

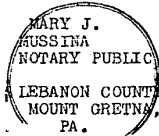
Harrisburg, Pennsylvania.

May 8, 1945

STATE OF PENNSYLVANIA)
: SS
COUNTY OF Dauphin)

On the 8 day of May in the year one thousand nine hundred and 45, before me, the Subscriber, a Notary Public, came the above named A. H. Stewart, M.D. Secretary of Health and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.



Mary J. Mussina
NOTARY PUBLIC
My Commission Expires Mar. 9, 1947

PENNSYLVANIA DEPARTMENT OF HEALTH
SANITARY WATER BOARD

STANDARD CONDITIONS RELATING TO SEWERAGE

Effective November 1, 1942.

ONE: All relevant and non-superseded conditions of prior sewerage permits, decrees, or orders issued to the herein named permittee or his predecessor shall be continued in full force and effect.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first submit each such revision to the Sanitary Water Board and receive written approval thereof.

THREE: The works shall be constructed under expert engineering supervision and competent inspection, and in accordance with the plans, designs, and other data as herein approved or amended, and with the conditions of this permit.

FOUR: During construction the herein approved sewers shall be so laid and such care and skill shall be used in their construction as will insure that they conform to the following requirements:

(a) They shall have well-fitted joints made tight to reduce infiltration to a minimum; shall be laid with straight alignment and to true grade; and shall have smooth interior surfaces.

(b) They shall have adequate foundation support by means of the natural soil; or by an approved, especially prepared foundation of piling, concrete cradle, or encasement, or otherwise

Appendix A-5.2 (ScottMadden)

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1586. COMMONWEALTH OF PENNSYLVANIA
 COMMONWEALTH OF PENNSYLVANIA : DEPARTMENT OF HEALTH
 TO : SANITARY WATER BOARD
 HARRISBURG
 THE CITY OF YORK : SEWERAGE PERMIT

The Sanitary Water Board, which by virtue of The Administrative Code of 1929 approved April 9, 1929, P.L. 177, and amendments thereto and of Act approved June 22, 1937, P.L. 1987, is empowered to exercise certain powers and perform certain duties "To preserve and improve the purity of the waters of the Commonwealth for the protection of public health, animal and aquatic life, and for industrial consumption, and recreation", hereby issues this permit to the City of York, York County, in response to an application from the said municipality, and hereby approves, subject to certain conditions, the proposed sewage treatment works of complete treatment, as shown upon a folio comprising a cover page and 59 plans supplementing the application. The folio of plans of the sewage treatment works, the titles and numbers of which are set forth in the District Engineer's Report, was prepared by Albright and Friel, Inc., and bears the seal of Francis S. Friel as a Pennsylvania Registered Professional Engineer. The folio of plans was received in the Harrisburg Office of the Pennsylvania Department of Health on September 26, 1949. This permit is issued subject to the following Special Conditions: "A" - The attention of the city is specifically directed to Standard Condition No. 7 relative to industrial wastes discharged to the public sewer system. In order to effectively comply with this condition, the permittee shall adopt and enforce an ordinance providing for such regulation of all industrial wastes discharged into the permittee's sewer system as will prevent their overloading the treatment works or prejudicially affecting the sewerage structures or the processes of sewage treatment.

And this permit is further subject to the following numbered Standard Conditions of "STANDARD CONDITIONS RELATING TO SEWERAGE" effective November 1, 1942 attached hereto: 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, & 27.

This permit is issued in response to an application (No. A-1032) filed in the Harrisburg Office of the Pennsylvania Department of Health on the 21st day of March A.D. 1949, and in accordance with the authorization given by the Sanitary Water Board at its meeting on Nov. 16-17, 1949. It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.



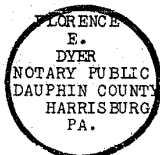
Sanitary Water Board
 By Norris W. Vaux, M.D.
 Secretary of Health
 Chairman
 Attest: John W. Gittins
 Civil Engineer
 Acting Secretary

Harrisburg, Pennsylvania,
 January 31, 1950.

STATE OF PENNSYLVANIA)
) : SS
 COUNTY OF Dauphin)

On the 1st day of February in the year one thousand nine hundred and fifty, before me, the Subscriber, a Notary Public, came the above named Norris W. Vaux, M.D. Secretary of Health and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.



Florence E. Dyer
Notary Public
My Commission Expires:
February 1, 1953.

PENNSYLVANIA DEPARTMENT OF HEALTH
SANITARY WATER BOARD

STANDARD CONDITIONS RELATING TO SEWERAGE

Effective November 1, 1942.

ONE: All relevant and non-superseded conditions of prior sewerage permits, decrees, or orders issued to the herein named permittee or his predecessor shall be continued in full force and effect.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first submit each such revision to the Sanitary Water Board and receive written approval thereof.

THREE: The works shall be constructed under expert engineering supervision and competent inspection, and in accordance with the plans, designs, and other data ^{as} herein approved or amended, and with the conditions of this permit.

FOUR: During construction the herein approved sewers shall be so laid and such care and skill shall be used in their construction as will insure that they conform to the following requirements:

(a) They shall have well-fitted joints made tight to reduce infiltration to a minimum; shall be laid with straight alignment and to true grade; and shall have smooth interior surfaces.

(b) They shall have adequate foundation support by means of the natural soil; or by an approved, especially prepared foundation of piling, concrete cradle, or encasement, or otherwise as conditions require; and their trenches shall be so back-filled that the sewers will have proper structural stability, minimum settlement, and adequate protection against breakage.

(c) To these ends special care shall be taken in the placing of sewers under deep or shallow cover, under heavy loading, in stream crossings, in rock or wet excavations, or under other conditions which impose extra hazards upon their construction.

(d) All concrete used in connection with these sewers and their appurtenances shall be so placed and protected until cured that it will not be injured by water, freezing, drying, or otherwise.

(e) The type and material of both sewer pipe and joint shall be so selected in accordance with actual field and construction conditions, and shall be so incorporated into the work as to conform to the aforesaid requirements.

FIVE: Manholes shall be placed and constructed as shown upon the herein approved plans except, that if not already so provided, they shall be placed on all sewers at junctions, at each change in grade or alignment, at summit ends, and upon straight lines at intervals not exceeding four hundred feet, or wherever necessary to permit satisfactory entrance to and maintenance of the sewers; manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of street wash or grit, and to provide convenient and safe means of access and maintenance.

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MSK-4205

518 540

RECORDED - PAID

JUN 8 10 00 AM '61

RECORDS OF DEEDS OFFICE
YORK COUNTY PA

COMMONWEALTH OF PENNSYLVANIA



DEPARTMENT OF HEALTH
SANITARY WATER BOARD
HARRISBURG

SEWERAGE PERMIT

561S11

The Sanitary Water Board, which by virtue of the Act of April 9, 1929, P.L. 177, known as The Administrative Code of 1929, and the amendments thereto, and of the Act of June 22, 1937, P.L. 1987, as amended by the Act of May 8, 1945, P.L. 435, is empowered to exercise certain powers and perform certain duties "To preserve and improve the purity of the waters of the Commonwealth for the protection of public health, animal and aquatic life, and for industrial consumption, and recreation;***", hereby issues this permit to the York City Sewer Authority, York, Pennsylvania, for the construction of modifications to the existing sewage treatment plant serving the City of York, York County, and its environs, and discharge of treated effluent to Codorus Creek, as shown on plans and described in a report and specifications accompanying application No. 561S11.

This permit is subject to the following special condition:

- A. The plant hereby approved is required to effect complete treatment of the sewage which it receives. The term "complete treatment" is defined as such treatment of sewage as, in the opinion of the Board, will remove practically all of the suspended solids; will remove at least eighty-five per cent of the organic pollution load as measured by the

Appendix A-5.2 (ScottMadden)

518 381

biochemical oxygen demand test; will accomplish the removal of oils, greases, acids, alkalis, toxic, putrescible, taste and odor producing substances, and other substances inimical to the public interest in the receiving stream; will provide effective disinfection to control disease producing germs; will provide satisfactory disposal of sludge; and will produce a final effluent that is suitable for discharge into the receiving stream.

This permit is also subject to the following STANDARD CONDITIONS RELATING TO SEWERAGE effective November 1, 1942 attached hereto:

1, 2, 3, 6, 7, 9, 11, 14, 15, 19, 20, 21, 22, 23, 24, 25, 26 and 27.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds for York County.

SANITARY WATER BOARD

C. L. Wilbar, Jr.
C. L. Wilbar, Jr., M. D.
Secretary of Health
Chairman

Attest: *Walter V. Kohler*
Walter V. Kohler
Secretary

Harrisburg, Pennsylvania

MAY 23 1961

Appendix A-5.2 (ScottMadden)

HSE - 6308

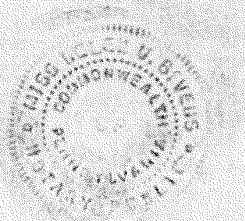
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STATE OF PENNSYLVANIA }
COUNTY OF DAUPHIN } SS

On the 26th day of May in the
year one thousand nine hundred and 61 before
me, the Subscriber, a Notary Public, came the above named
C. L. Wilbar, Jr., M. D.

and duly acknowledged the foregoing permit to be his act and deed and
desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year afore-
said.



Min Helen H. Davis
NOTARY PUBLIC

NOTARY PUBLIC
My Commission Expires July 9, 1962
Harrisburg, Pa. Dauphin County

Appendix A-5.2 (ScottMadden)

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HEE-4310-P

PENNSYLVANIA DEPARTMENT OF HEALTH SANITARY WATER BOARD

STANDARD CONDITIONS RELATING TO SEWERAGE

Effective November 1, 1942.

ONE: All relevant and non-superseded conditions of prior sewerage permits, decrees, or orders issued to the herein named permittee or his predecessor shall be continued in full force and effect.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first submit each such revision to the Sanitary Water Board and receive written approval thereof.

THREE: The works shall be constructed under expert engineering supervision and competent inspection, and in accordance with the plans, designs, and other data as herein approved or amended, and with the conditions of this permit.

FOUR: During construction the herein approved sewers shall be so laid and such care and skill shall be used in their construction as will insure that they conform to the following requirements:

(a) They shall have well-fitted joints made tight to reduce infiltration to a minimum; shall be laid with straight alignment and to true grade; and shall have smooth interior surfaces.

(b) They shall have adequate foundation support by means of the natural soil; or by an approved, especially prepared foundation of piling, concrete cradle, or encasement, or otherwise as conditions require; and their trenches shall be so back-filled that the sewers will have proper structural stability, minimum settlement, and adequate protection against breakage.

(c) To these ends special care shall be taken in the placing of sewers under deep or shallow cover, under heavy loading, in stream crossings, in rock or wet excavations, or under other conditions which impose extra hazards upon their construction.

Appendix A-5.2 (ScottMadden)

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(d) All concrete used in connection with these sewers and their appurtenances shall be so placed and protected until cured that it will not be injured by water, freezing, drying, or otherwise.

(e) The type and material of both sewer pipe and joint shall be so selected in accordance with actual field and construction conditions, and shall be so incorporated into the work as to conform to the aforesaid requirements.

FIVE: Manholes shall be placed and constructed as shown upon the herein approved plans except, that if not already so provided, they shall be placed on all sewers at junctions, at each change in grade or alignment, at summit ends, and upon straight lines at intervals not exceeding four hundred feet, or wherever necessary to permit satisfactory entrance to and maintenance of the sewers; manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of street wash or grit, and to provide convenient and safe means of access and maintenance.

SIX: No storm water from pavements, areaways, roofs, or other sources shall be admitted to the sanitary sewers herein approved, which shall be used exclusively as carriers of domestic sewage and suitable industrial wastes.

Storm water shall be admitted only to such sewers as are specifically approved for use as combined sewers.

SEVEN: Attention is directed to the necessity of having a qualified person make proper study of all industrial wastes proposed for discharge to the public sewer system, to determine the degree of preliminary treatment, if any, which is necessary before these wastes may be discharged to the said system.

No industrial wastes shall be discharged to the sewer system which will prejudicially affect the sewerage structures or their functioning, or the processes of sewage treatment, and any permission granted by the permittee for industrial wastes discharge into the sewer system should reserve to the permittee the right to regulate the rate of such discharge or to require such further preliminary treatment as may be necessary, or the exclusion of the said industrial wastes from the sewers, if this be deemed necessary to protect the permittee's interests.

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EIGHT: The permittee shall forthwith adopt and enforce an ordinance requiring all occupied buildings on premises accessible to a public sewer used in conformity with the requirements of State laws, to be connected thereto; also requiring the abandonment of privies, cesspools or similar receptacles for human excrement on said premises; and also prohibiting any connection from any privy vault or cesspool being made to the public sewer system.

NINE: In accordance with the provisions of State laws regarding connection to sewers and the rules and regulations of the Pennsylvania Department of Health pertaining thereto, the permittee shall forthwith require all occupied buildings on premises accessible to a public sewer used in conformity with the requirements of State laws, to be connected thereto; and shall also require the abandonment of privies, cesspools or similar receptacles for human excrement on said premises; and shall also prohibit any connection from any privy vault or cesspool being made to any approved sewers.

TEN: The herwin approved and previously constructed sewers shall be maintained in good condition, by repair when necessary, and kept free from deposits by flushing or other proper means of cleansing, in order that they may at all times afford a proper means for the prompt conveyance of sewage.

ELEVEN: No sewers or sewerage work shall be constructed except such as are herein approved or have been approved by a prior permit still valid; and on or before December thirty-first of each year the permittee shall file in the office of the State Department of Health satisfactory record, or detail plans, showing the correct plan of all sewers and sewerage structures as actually constructed during that year, together with any other information in connection therewith that may be required, in order that the Sanitary Water Board may at all times have full information as to the extent and use of the system.

TWELVE: The outfall sewer shall be extended to low water mark of the receiving body of water in such a manner as to insure the satisfactory dispersion of its effluent therein; insofar as practicable it shall have its outlet submerged; and shall be constructed of cast iron, concrete, or other material approved by the Bureau of Sanitary Engineering; and shall be so protected against the effects of flood water, ice, or other hazards as to reasonably insure its structural stability and freedom from stoppage.

THIRTEEN: The permittee shall secure any necessary permission

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from the proper federal authority for any outfall or sewerage structure which discharges into or enters navigable waters and shall obtain from the State Water & Power Resources Board approval of any stream crossing, encroachment, or change of natural stream conditions coming within the jurisdiction of the said Board.

FOURTEEN: If at any time the sewerage system of the permittee, or any part thereof, or the discharge of sewage therefrom, shall have created a public nuisance, or such discharge is or may become inimical and injurious to the public health or to animal or aquatic life or to the use of the receiving water for domestic or industrial consumption, or for recreation, the permittee shall forthwith adopt such remedial measures as the Sanitary Water Board may advise or approve.

FIFTEEN: Nothing herein contained shall be construed to be an intent on the part of the Sanitary Water Board to approve any act made or to be made by the permittee inconsistent with the permittee's lawful powers or with existing laws of the Commonwealth regulating sewerage and the practice of professional engineering, or shall be construed as approval of the structural adequacy of the approved structures; nor shall this permit be construed to permit any act otherwise forbidden by any of the laws of the Commonwealth of Pennsylvania or of the United States.

SIXTEEN: The improvements being effected in the waters of the State through the progressive, sanitary clean-up of streams by the Sanitary Water Board render the effects of untreated municipal sewage and industrial wastes upon these waters increasingly harmful or inimical to the public interest, in consequence of which the time should be anticipated when such sewage and/or industrial wastes must be suitably modified prior to its discharge thereto.

Therefore, the permittee is hereby notified that when the Sanitary Water Board shall have determined that the public interests require the treatment or further treatment of the sewage and/or industrial wastes of the permittee, then the permittee shall, upon notice by the Board, within the time specified, submit to the Board for its approval, plans and a report providing for the degree of treatment of the permittee's sewage and/or industrial wastes specified by the Board and after approval thereof shall construct such works in accordance with the directions of the Board.

SEVENTEEN: The approval herein given is specifically made

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contingent upon the permittee acquiring all necessary rights, by easement or otherwise as required, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along, or across private property, with full rights of ingress, egress and regress.

EIGHTEEN: Promptly upon completion of the herein approved sewerage, duplicate detail record plans showing these works as actually constructed, shall be filed with the Sanitary Water Board for its information.

NINETEEN: When the herein approved sewage treatment works is constructed and before it is placed in operation, the permittee shall notify the State Department of Health so that an inspection of the works may be made by a representative of the Department.

TWENTY: The various structures and apparatus of the sewage treatment works herein approved shall be maintained in proper condition so that they will individually and collectively perform the functions for which they were designed.

TWENTY-ONE: The screenings and sludge shall be so handled that a nuisance is not created and shall be disposed of in a sanitary manner to the satisfaction of the Sanitary Water Board.

TWENTY-TWO: Daily records of the operation of the sewage treatment works shall be kept on forms satisfactory to the State Department of Health and copies of such records shall be filed at weekly intervals in the office of the said Department. These reports shall include the quantity of sewage treated and the results of such tests and analyses as the State Department of Health may deem necessary for proper control of the operation of the sewage treatment works.

TWENTY-THREE: The sewage treatment works shall be operated by a competent person or persons. In this connection attention is directed to the necessity for expert advice and supervision over the operation of the sewage treatment works in order to secure efficiency of operation and protection to the waters of the State. To this end the permittee shall place the operation of the sewage treatment works under the control of the designer of these works, or some other person expert in the operation of sewage treatment works, for at least one year after completion thereof.

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TWENTY-FOUR: The right to discharge the effluent from the permittee's sewage treatment works into the waters of the State is specifically made contingent upon such operation of these works as will produce an effluent of a quality satisfactory for discharge into the receiving body of water. If, in the opinion of the Sanitary Water Board, these works are not so operated or if by reason of increased load upon the works, changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory for such discharge, then upon notice by the Board the right herein granted to discharge such effluent shall cease and become null and void and, within the time specified by the Board, the permittee shall take such remedial measures as will produce an effluent which in the opinion of the Board, will be satisfactory for discharge into the said receiving body of water.

TWENTY-FIVE: The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air, and to the highly toxic character of certain gases arising from such digestion or from sewage in insufficiently ventilated compartments or sewers. Therefore, at all places throughout the works where hazard of fire, explosion, or danger from toxic gases may occur, the permittee shall post conspicuously proper warnings of a permanent and easily legible character and shall provide for the thorough instruction of all employes concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.

TWENTY-SIX: Adequate and assured ventilation shall be provided for all enclosed screen chambers, sewage wells, pump rooms, sludge wells, general control rooms, chlorine control, and digester control rooms, and also for all other compartments in which explosive or dangerous gases or dusts can accumulate and which must be entered periodically for inspection or operation.

TWENTY-SEVEN: Cross connections between a potable water supply and a sewerage system constitute a potential danger to the public health. Therefore, all direct and indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply, from any unit of the sewage treatment works, or by any appurtenance thereof or from any part of a sewerage system, are hereby specifically prohibited. The permittee is further warned against permitting to be made permanent any temporary connection with a potable supply designed to be held in place while being

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used for flushing or other purposes, and is also cautioned against the danger of back siphonage through portable hose lines and similar avenues of possible contamination.

Recorded in York Co., Pa. June 8, 1961

In Record Book 51-H, Page 580

MAIL TO S. M. Harold Sec
Hotel Yorktowne York Pa

Luther N. Jones

Recorder

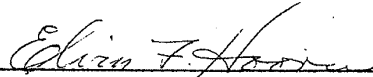
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- b. Begin construction of facilities to provide additional treatment capacity and nutrient removal at the existing treatment works by March 31, 1973, or within 90 days of Federal authorization to advertise for bids pursuant to a Federal construction grant, whichever is sooner, said facilities to be placed into full operation no later than June 30, 1974.
- c. Prohibit any additional discharge into that part of your sanitary sewer system which is tributary to the York City Sewer Authority treatment facilities unless written authorization for the discharge has been granted by the Department. Such prohibition shall not apply to connections to approved sewers which will serve new construction for which building permits were issued prior to the date of receipt of this Order. The prohibition shall remain in full force and effect until it is demonstrated to the satisfaction of the Department through actual facility operation data that the proposed treatment facilities are adequate to meet the treatment requirements necessary to comply with applicable water quality standards.
- d. Within thirty (30) days of receipt of this order, submit a written report to the Department outlining steps being taken to enforce the prohibition of new connections and discharges within the City limits and in surrounding municipalities which are receiving sewerage service at the York City Sewer Authority's treatment works.
- e. Comply with all steps of the schedule adopted March 27, 1972 for the separation of combined sewers, including submission of preliminary plans by November 1, 1972, submission of final plans by May 1, 1973, begin construction by November 1, 1973, and complete construction by November 1, 1974.

You are hereby notified that Section 7 (a) of the Clean Streams Law provides that any person aggrieved by this Order has a right to appeal to the Environmental Hearing Board. Appeals shall be filed in the manner provided in Chapter 21 of the Department's Rules and Regulations, a copy of which is attached hereto. The original shall be mailed to Environmental Hearing Board, First Floor, Blackstone Building, Harrisburg, Pennsylvania, 17101. A copy shall be mailed to this office and a copy to Bureau of Administrative Enforcement, Room 709, Health and Welfare Building, P. O. Box 2351, Harrisburg, Pennsylvania, 17105.

FOR THE DEPARTMENT OF ENVIRONMENTAL RESOURCES



Elvin F. Hoover
Regional Sanitary Engineer

Attachment: Chapter 21, Department's
Rules and Regulations

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Sewerage Permit
No. 6772410

This permit is issued subject to all Department of Environmental Resources Rules and Regulations now in force, and the following Special Conditions:

- A. The plant hereby approved is required to effect secondary treatment of the sewage which it receives. Secondary treatment is treatment that will, for the purpose of this permit, limit the biochemical oxygen demand in the effluent to 7 mg/l during the period May 1 to October 31 and to 14 mg/l during the remainder of the year based on a five consecutive day average of values; will maintain at least 6 mg/l of dissolved oxygen in the effluent at all times; will remove practically all of the suspended solids; will provide effective disinfection to control disease producing organisms; will provide satisfactory disposal of sludge; and will reduce the quantities of oil, grease acids, alkalis, toxic, and other substances inimical to the public interest to levels that will not pollute the receiving stream.
- B. The plant hereby approved shall remove at least 80% of the phosphorus from the sewage which it receives.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds in York County.

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EP-BWQ-15 Rev. 11/72

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

WATER QUALITY MANAGEMENT PERMIT

NO. 6772410

| | | | |
|--|---|--|--|
| A. PERMITTEE: (Name and Address) York City Sewer Authority 154 Merion Road York, Pennsylvania 17405 | | B. PROJECT LOCATION Municipality <u>York</u> County <u>York County</u> | |
| C. TYPE OF FACILITY Addition of new sewage treatment facilities and upgrading of existing sewage treatment plant. | | D. NAME OF MINE OR AREA SERVED Serves City of York, North York and West York Boroughs, and Spring Garden, Manchester, West Manchester, and York Townships. | |
| E. THIS PERMIT APPROVES: | | | |
| 1. Plans For Construction Of: a. <input checked="" type="checkbox"/> Pump Stations: Sewers and Appurtenances b. <input checked="" type="checkbox"/> Sewage Treatment Facilities c. <input type="checkbox"/> Industrial Wastes Treatment Facilities | 2. The Discharge Of: a. <input checked="" type="checkbox"/> Treated <input type="checkbox"/> Untreated b. <input type="checkbox"/> Industrial Wastes <input checked="" type="checkbox"/> Sewage TO: <u>Codorus Creek</u> (Receiving Waters) | 3. The Operation Of: a. <input type="checkbox"/> Mine Maximum surface area to be affected shall not exceed _____ acres. (Surface Mines) Maximum area to be deep mined _____ acres. | |
| F. YOU ARE HEREBY AUTHORIZED TO CONSTRUCT, OPERATE OR DISCHARGE, AS INDICATED ABOVE, PROVIDED THAT YOU COMPLY WITH THE FOLLOWING: | | | |
| 1. ALL REPRESENTATIONS REGARDING OPERATION, CONSTRUCTION, MAINTENANCE AND CLOSING PROCEDURES AS WELL AS ALL OTHER MATTERS SET FORTH IN YOUR APPLICATION AND ITS SUPPORTING DOCUMENTS (APPLICATION NO. <u>6772410</u> DATED <u>2/28/72</u> AND AMENDMENTS DATED <u>5/24/72 and 5/26/72</u>) SUCH APPLICATION, ITS SUPPORTING DOCUMENTS AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT. <u>1, 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,</u> | | | |
| 2. CONDITIONS NUMBERED <u>26, 29, and 30</u> OF THE <u>Sewerage</u> STANDARD CONDITIONS DATED <u>1972</u> WHICH CONDITIONS ARE ATTACHED HERETO AND ARE MADE A PART OF THIS PERMIT. | | | |
| 3. SPECIAL CONDITION(S) NUMBERED <u>A and B</u> WHICH ARE ATTACHED HERETO AND ARE MADE A PART OF THIS PERMIT. | | | |
| G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS: | | | |
| 1. IF THERE IS A CONFLICT BETWEEN THE APPLICATION OR ITS SUPPORTING DOCUMENTS AND AMENDMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY. | | | |
| 2. FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT. | | | |
| 3. THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, THE ACT OF JUNE 22, 1937, P.L. 1987, AS AMENDED. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW. | | | |
| PERMIT ISSUED DATE <u>December 29, 1972</u> | | DEPARTMENT OF ENVIRONMENTAL RESOURCES BY <u>Elvin F. Hoover</u> TITLE <u>Regional Sanitary Engineer</u> | |
| BOOK <u>66C</u> PAGE <u>1031</u> | | | |

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TITLE 25. RULES AND REGULATIONS
PART I. DEPARTMENT OF ENVIRONMENTAL RESOURCES
Subpart A. PRELIMINARY PROVISIONS
ARTICLE III. RULES OF PRACTICE AND PROCEDURE

CHAPTER 21. ENVIRONMENTAL HEARING BOARD

Authority

The provisions of this Chapter 21 issued under AC § § 506 and 1921-A, as amended, and act of June 4, 1945, P.L. 1388, § 35, as amended, (71 P.S. § § 186, 510-21 and 1710.35).

Source

The provisions of this Chapter 21 adopted July 12, 1971; amended May 18, 1972, effective June 11, 1972, 2 Pa. B. 931.

PRELIMINARY PROVISIONS

§ 21.1. Scope.

(a) These rules govern the practice and procedure before the Environmental Hearing Board in all adjudicatory proceedings relating to any matter within the jurisdiction of the department except for matters jurisdiction of which is vested in the State Board for Certification of Sewage Treatment Plant and Waterworks Operators.

(b) These rules are not applicable to a proceeding to the extent that the applicable statute governing or authorizing the proceeding sets forth inconsistent practice or procedure.

(c) Except where inconsistent herewith the General Rules of Administrative Practice and Procedure shall be applicable.

(d) The Board is authorized to establish such forms and promulgate such supplementary rules as may be required, and to alter or amend these rules in its discretion in order to implement the provisions of law.

§ 21.2. Definitions.

The following words and terms, when used in this Chapter, shall have the following meanings, unless the context clearly indicates otherwise:

(1) *Action* - Any order, decree, decision, determination or ruling by the department or local agency affecting personal or property rights, privileges, immunities, duties, liabilities or obligations of any person, including, but not limited to, denials, modifications suspensions and revocations of permits, licenses and registrations; orders to cease the operation of an establishment or facility; orders to correct conditions endangering waters of the Commonwealth; orders to construct sewers and treatment facilities; and orders to abate air pollution; and appeals from and complaints for the assessment of civil penalties.

(2) *Board* - The Environmental Hearing Board consists of its chairman and two members appointed by the Governor to hear appeals from actions of the Department of Environmental Resources.

(3) *Department* - The Department of Environmental Resources.

(4) *Hearing examiner* - Any member of the board or other person duly designated to preside at hearings or conferences.

(5) *Intervener* - Any person intervening or petitioning to intervene as provided by these rules when admitted as a participant to a proceeding.

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(6) *Local agency* - Any local governmental agency whose action is subject to review by the department or the board.

(7) *Party* - The department or local agency whose action is appealed from, an intervener and any person appealing an action or against whom an action is requested after hearing or opportunity for hearing whether designated as an applicant, respondent or otherwise.

(8) *Person* - Any individual, partnership, association, corporation, political subdivision, municipality authority, or other entity.

(9) *Supersedeas* - A suspension of the effect of an action of the department or local agency pending proceedings before the board.

GENERAL PROVISIONS

§ 21.11. Time.

(a) Appeals, briefs, notices and other documents required or permitted to be filed under these rules shall be received by the board within the time limits, if any, for such filing. The date of receipt by the board and not the date of deposit in the mails is determinative. The time fixed or the period of time prescribed for such filing may be extended by the board for good cause upon motion made before expiration of the time for filing.

(b) All actions of the department or local agency shall be effective as of the date of issuance of written notification of such action unless otherwise specially provided in the notice.

§ 21.12. Appearances.

(a) Any party may appear in his own behalf or may be represented by an attorney at law admitted to practice before the Supreme Court of Pennsylvania. In appropriate circumstances, the board may require that a party be represented by an attorney.

(b) In the absence of an attorney, a partnership may be represented by any of its members, a corporation or association may be represented by any of its officers and an authority or governmental agency may be represented by an officer or employee.

(c) Entries of Appearance shall be filed with the board and served upon the other parties to the proceeding.

(d) No party, other than the Commonwealth, may be represented by any attorney or other person who is at the same time an employee of the Commonwealth of Pennsylvania.

§ 21.13. Service.

(a) All notices and other documents shall be served upon the person designated in the Notice of Appearance and shall be served by mail (in which case, unless provided otherwise in these rules, the date of service shall be the day of deposit in the United States mail) or by personal service. Where appropriate, the board may require proof of service.

(b) Publication of a notice of action or proposed action by the department or board in the *Pennsylvania Bulletin* shall constitute notice to or service upon all persons, except a party, effective as of the date of publication.

§ 21.14. Interveners.

(a) Petitions for leave to intervene in any proceeding before the board shall be filed prior to initial presentation of evidence in such proceeding and shall set forth the specific grounds for the proposed intervention, the position and interest of the petitioner in the proceeding and a statement wherein said interest is or may be inadequately represented in such proceeding.

(b) Intervention is discretionary with the board and shall be subject to such terms and conditions as the board may prescribe. The board shall not deny the right to intervene on the basis that the proposed intervener does not have a proprietary interest affected by the action appealed.

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§ 21.15. Discovery, witnesses.

(a) Upon request, the board shall provide to the parties subpoenas for the attendance of witnesses or for the production of documentary evidence which shall be served in the same manner as notices and other documents.

(b) Compliance with subpoenas may be excused by the board when it determines that the testimony or documents are not relevant or material to the issues or for other cause.

(c) Upon request, the board shall permit such discovery prior to hearing as the board, in its discretion, determines will best prepare the parties for a hearing on the merits of the matter and/or to aid in its settlement. Such discovery may include oral depositions, written interrogatories of both parties and non-parties and inspection of premises.

(d) The scope of discovery shall be consistent with rules of practice in the Courts of Common Pleas of the Commonwealth.

§ 21.16. Supersedeas.

(a) An appeal or other proceeding before the board shall not act as a supersedeas to the action of the department or local agency unless granted by the board.

(b) A petition for supersedeas may be filed with the board at any time during the proceeding and shall set forth the specific grounds for which it is requested. In granting a supersedeas, the board may impose such conditions as are warranted by the circumstances including, where appropriate, the filing of a bond or other security. Except for compelling reasons justifying a supersedeas, a supersedeas shall be denied in cases of serious pollution, health hazard or nuisance which either exists or is threatened. Supersedeas shall be granted where it appears that the petitioner will ultimately succeed on the merits or where it appears that any delay in enforcing a department order is unlikely to cause injury to the public.

§ 21.17. Docket.

(a) The board shall maintain a docket of all proceedings and each proceeding as initiated shall be assigned an appropriate designation.

(b) The docket shall be available for inspection and copying by the public during the office hours of the board insofar as consistent with the proper discharge of the duties of the board.

INSTITUTION OF PROCEEDINGS

§ 21.21. Appeals.

(a) In cases where appeals are authorized by statute or regulation of the department, such appeal shall be in writing and shall be filed with the board within fifteen (15) days from the date of service of written notice of an action of the department or local agency.

(b) The appeal shall set forth the name, address and telephone number of the appellant and shall include or be accompanied by a copy of the written notification of the action of the department or local agency and a specification of objections setting forth the manner in which appellant is aggrieved by such action and the relevant issues to be resolved by the board. The appellant shall, within 48 hours after filing an appeal, serve a copy of the appeal on the officer of the department issuing the order and on the Attorney General c/o Office of Legal Counsel of the Department of Environmental Resources.

(c) Failure to comply with this section shall be a sufficient basis for dismissing the appeal. The action of the department or local agency shall be final as to any person who fails to file an appeal or to perfect an appeal pursuant to this section.

(d) The board upon written request filed within the fifteen day period set forth in paragraph (a) and for good cause may extend the time for the filing of an appeal to thirty (30) days from the date of service of written notice of an action of the department or local agency.

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§ 21.22. Special actions.

(a) In cases where the department chooses or is required to take or request action after hearing or an opportunity for a hearing, it may initiate or request such action by filing a verified complaint or petition with the board and shall serve a copy of such complaint or petition, together with any order to show cause issued by the department or the board, upon the person against whom it is directed.

(b) Within fifteen (15) days from the date of service of the complaint, petition or order, the person against whom it is directed shall file with the board a verified answer responding to the allegations in the complaint, petition or order and setting forth whether a hearing is desired. Allegations in the complaint, petition or order which are not specifically denied shall be deemed to have been admitted. Failure to file an answer or to specifically deny the essential allegations of the complaint, petition or order shall constitute a sufficient basis for the entry of a default order or adjudication.

HEARINGS AND CONFERENCES

§ 21.31. Conferences.

(a) The board, on its own motion or on motion of any party, may hold a conference either prior to or during a hearing for the purpose of considering offers of settlement, adjustment of the proceeding or any issue therein, or other matters to expedite the orderly conduct and disposition of any hearing.

(b) Any stipulations of the parties or rulings of the board as a result of such conference shall be binding upon the parties.

(c) The board may issue such pre-hearing orders as it deems necessary for limiting issues of law and fact.

§ 21.32. Hearings.

(a) When the proceedings are at issue and hearing is required, a formal evidentiary hearing shall be scheduled and a Notice of Hearing shall be sent to all parties to the proceedings.

(b) The board may order proceedings involving a common question of law or fact to be consolidated for hearing of any or all of the matters in issue in such proceedings.

(c) A hearing will not be held if waived by appellant or respondent or if the parties stipulate all of the essential facts or agree to submit direct and rebuttal testimony or documentary evidence in affidavit form (sworn or affirmed on personal knowledge) or by deposition.

(d) Hearings shall not be continued except for compelling reasons. Requests for continuances shall be submitted to the board in writing with a copy served upon the other parties to the proceedings.

(e) The board may, at its discretion, hear matters before it as a whole or by individual board members sitting as hearing examiners. Hearings held by hearing examiners not members of the board will be decided by the board based upon its review of the record and the Examiner's proposed adjudication. All decisions shall be decisions of the board decided by majority vote except on petitions for supersedeas which may be decided by the board member hearing such petition.

(f) Any party may, within five (5) days after hearing and prior to adjudication, request oral argument before the entire board. The board may, in its discretion, grant or deny such request.

(g) The board may at any time on its own notion, or upon application of counsel, within ten (10) days after a decision has been rendered, grant reargument before the board en banc. Such action will be taken only for compelling and persuasive reasons.

§ 21.33. Evidence.

(a) Parties shall have the right of presentation of evidence, cross-examination, objection, motion and argument. The board shall not be bound by technical rules of evidence but all relevant and material evidence of reasonable probative value shall be

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admissible. The board may limit the number of witnesses upon any issue and may require any party to present additional evidence on any issue. All witnesses shall be sworn or shall affirm.

(b) Written testimony (on numbered lines in either narrative or question and answer form) of any witness may be admitted into evidence provided the witness is present and sworn or affirmed and provided a copy of the testimony was served upon and actually received by all other parties at least three days prior to the hearing. Five copies of any exhibit to be offered into evidence shall be made available at the time it is identified as an exhibit, unless otherwise ordered by the board for cause.

(c) Applications, permits, licenses, registrations, orders and formal notices relating to the proceeding may be considered by the board in adjudicating the case even though they have not been made a part of the record or referred to therein. The board may also take official notice of an official or public document not relating to the proceeding and of any matter subject to judicial notice.

(d) In case any matter contained in a report or other document on file with the department or board is offered in evidence, such report or document need not be produced or marked for identification but may be offered in evidence by specifying the report, document or other file containing the matter so offered.

§ 21.34. Briefs, suggested findings.

(a) The parties may, and upon request shall, submit briefs within such time as the board shall prescribe and shall serve a copy of the brief on the other parties.

(b) Upon request, the parties shall submit suggested findings of fact (with references to the appropriate exhibit or page of the transcript) and conclusions of law which may be included in a brief.

§ 21.35. Transcript.

(a) Hearings shall be stenographically reported and a transcript of such report shall be a part of the record.

(b) Parties desiring copies of such transcript shall obtain such copies from the official reporter. Parties shall also have the opportunity to review a copy of the transcript on file with the board.

§ 21.36. Adjudication.

(a) At the conclusion of the proceedings, the board shall issue an adjudication containing findings of fact, conclusions of law and an order.

(b) The board shall serve a copy of the adjudication on all parties to the proceedings or their representative.

§ 21.37. Pre-hearing procedures.

The board shall, at any time, be authorized to delay a formal hearing and order settlement discussions or stipulations, either on or off of the record.

§ 21.38. Termination of proceedings.

(a) In all cases where a proceeding is sought to be terminated by the parties as a result of a settlement agreement, the terms of such settlement shall be submitted to the board for approval and the major substantive provisions thereof shall simultaneously be published in the Pennsylvania Bulletin. Any aggrieved party objecting to the proposed settlement may, within twenty (20) days after adjudication, appeal to the board in accordance with these rules and request a hearing on its objections.

(b) When any proceeding is withdrawn from the board by any party prior to adjudication, the docket shall be marked "Settled and discontinued". Unless otherwise indicated, such withdrawal shall be with prejudice as to all matters which have preceded the action.

Appendix A-5.2 (ScottMadden)

§ 21.39. Venue of hearings.

At the discretion of the board, hearings shall be held at the Commonwealth facility nearest the location of the complaint sought to be remedied by the Department with due consideration for the convenience of witnesses, the public and the parties in attending such hearings.

§ 21.40. View of premises.

The board may upon reasonable notice and at reasonable times inspect any real estate including any body of water, industrial plant, building or other premises when the board is of the opinion that such a viewing would have probative value in any matter in hearing or pending before the board.

§ 21.41. Sanctions for failure to abide by Board order.

The board may impose sanctions upon a party for failure to abide by a board order. Such sanctions may include the dismissal of any appeal or an adjudication against the offending party, orders precluding introduction of evidence or documents not disclosed in compliance with any order, barring the use of witnesses not disclosed in compliance with any order, barring an attorney from practice before the board for repeated violations of orders or such other sanctions as are permitted in similar situations by the Pennsylvania Rules of Civil Procedure for practice before the Courts of Common Pleas.

Appendix A-5.2 (ScottMadden)

ER-711.31C.
Rev. 9/72

BOOK 660 PAGE 1038

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES

STANDARD CONDITIONS RELATING TO SEWERAGE - 1972

ONE: All relevant and non-superseded conditions of prior sewerage or water quality management permits or orders issued to the herein named permittee or his predecessor shall continue in full force and effect and together with the provisions of this permit shall apply to his successors, lessees, heirs, and assigns.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive written approval thereof from the Department. The sewerage facilities shall be constructed under expert engineering supervision and competent inspection.

THREE: Sewers herein approved shall have tight, well-fitting joints, shall be laid with straight alignment and grade and shall have smooth interior surfaces. The sewers shall have adequate foundation support as soil conditions requires. Special care shall be taken in construction of sewers under deep or shallow cover and under other conditions which impose extra hazards to sewer stability. Trenches shall be back-filled such that the sewers will have proper structural stability, with minimum setting and adequate protection against breakage. Concrete used in connection with these sewers shall be protected until cured from injury by water, freezing, drying or other harmful conditions.

FOUR: Manholes shall be placed and constructed as shown upon the herein approved plans except, that if not already so provided, they shall be placed on all sewers at junctions, at each change in grade or alignment, at summit ends, and upon straight lines at intervals not exceeding four hundred feet, or wherever necessary to permit satisfactory entrance to and maintenance of the sewers; manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of street wash or grit, and to provide convenient and safe means of access and maintenance.

Appendix A-5.2 (ScottMadden)

FIVE: No storm water from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers herein approved.

SIX: Attention is directed to the necessity of having a qualified person make a proper study of all industrial wastes discharging or proposed for discharge to the public sewer systems, to determine what degree of preliminary treatment is necessary before these waste may be discharged to the sewer system so that the wastes will not prejudicially affect the sewerage structure or their functioning or the process of sewage treatment.

SEVEN: The permittee shall adopt and enforce an ordinance or otherwise require all occupied buildings on premises accessible to a public sewer used in conformity with the requirements of State Law, to be connected thereto; also require the abandonment of privies, cesspools or similar receptacle for human excrement on said premises.

EIGHT: The herein approved and previously constructed sewers shall be maintained in good condition, by repair when necessary and kept free from deposits by flushing or other proper means of cleaning.

NINE: The permittee shall file with the Department of Environmental Resources a satisfactory record or detail plans showing the correct plan of all sewers and sewerage structures as actually constructed together with any other information in connection therewith that may be required.

TEN: The out fall sewer or drain shall be extended to low water mark of the receiving body of water in such a manner as to insure the satisfactory dispersion of its effluent thereinto; insofar as practicable it shall have its outlet submerged; and shall be constructed of cast iron, concrete, or other material approved by the Department; and shall be so protected against the effects of flood water, ice, or other hazards as to reasonable insure its structural stability and freedom from stoppage.

ELEVEN: The permittee shall secure any necessary permission from the proper federal authority for any outfall or sewage treatment structure which discharges into or enters navigable waters and shall obtain approval of any stream crossing, encroachment or change of natural stream conditions coming within the jurisdiction of the Department.

TWELVE: If at any time the sewerage facilities of the permittee, or any part thereof, or the discharge of the effluent therefrom, shall have created a public nuisance, or such discharge is causing or contributing to pollution of the waters of the Commonwealth, the permittee shall forthwith adopt such remedial measures as are acceptable to the Department.

Appendix A-5.2 (ScottMadden)

BOOK 66C PAGE 104U

THIRTEEN: Nothing herein contained shall be construed to be an intent on the part of the Department to approve any act made or to be made by the permittee inconsistent with the permittee's lawful powers or with existing laws of the Commonwealth regulating stream pollution and the practice of professional engineering, nor shall this permit be construed to sanction any act otherwise forbidden by any of the laws of the Commonwealth of Pennsylvania or of the United States.

FOURTEEN: The approval herein given is specifically made contingent upon the permittee acquiring all necessary rights, by easement or otherwise as required, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along, or across private property, with full rights of ingress, egress and regress.

FIFTEEN: When the herein a approved sewage treatment works is completed and before it is placed in operation, the permittee shall notify the Department in writing so that an inspection of the works may be made by a representative of the Department.

SIXTEEN: The various structures and apparatus of the sewage treatment works herein approved shall be maintained in proper condition so that the facilities will individually and collectively perform the functions for which they were designed.

SEVENTEEN: The screenings and sludge shall be so handled that nuisance is not created and shall be disposed of in a sanitary manner satisfactory to the Department.

EIGHTEEN: The permittee shall keep records of operation and efficiency of the waste treatment works and shall submit to the Department, promptly at the end of each month, such report thereon as may be required by the Department.

NINETEEN: The sewage treatment works shall be operated by a competent person or persons. In this connection attention is directed to the necessity for expert advice and supervision over the operation of the sewage treatment works in order to secure efficiency of operation and protection to the waters of the Commonwealth. To this end the permittee shall place the operation of the sewage treatment works under the control of the dsigner of the works or some other person expert in the operation of sewage treatment works, for at least one year after completion thereof and report submitted. The sewage treatment works shall be operated by a operator certified in accordance with the Sewage Treatment Plant and Water Works Operators Certification Act, Act No. 322 approved November 18, 1968 as amended.

Appendix A-5.2 (ScottMadden)

TWENTY: The right to discharge the effluent from the herein approved sewage treatment works into the waters of the Commonwealth is contingent upon such operation of these works as will at all times produce an effluent of a quality satisfactory to the Department. If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory for such discharge, then upon notice by the Department the right herein granted to discharge such effluent shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory for discharge into the said receiving body of water.

TWENTY-ONE: The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air, and to the highly toxic character of certain gases arising from such digestion or from sewage in insufficiently ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion, or danger from toxic gases may occur, the permittee shall post conspicuously proper warnings of a permanent and easily legible character and shall provide for the thorough instruction of all employees concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.

TWENTY-TWO: Cross connections between a potable water supply and a sewerage system constitute a potential danger to the public health. Therefore, all direct and indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply, from any unit of the sewerage treatment works, or by any appurtenance thereof or from any part of a sewerage system, are hereby specifically prohibited. The permittee is further warned against permitting to be made permanent any temporary connection with a potable supply designed to be held in place while being used for flushing or other purposes, and is also cautioned against the danger of back siphonage through portable hose lines and similar avenues of possible contamination.

TWENTY-THREE: Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of Fecal Coliform organisms as a geometric average value nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.

Appendix A-5.2 (ScottMadden)

803 680 PAGE 1042

TWENTY-FOUR: The approval herein granted for sewers is limited to the right to construct the sewers, but approval of connection there to is specifically withheld until such time approval for use thereof is granted by the Department.

TWENTY-FIVE: The attention of the permittee is directed to the fact that the effluent from the herein approved sewage treatment works is discharged to a dry stream normally without the benefit of dilution. If the effluent creates a health hazard or nuisance, the permittee shall upon notice from the Department of Environmental Resources, provide such additional treatment as may be required by the Department.

TWENTY-SIX: If facilities become available for conveying the sewage to and treating it at a more suitable location, upon order from the Department of Environmental Resources, the permittee shall provide for the discharge of the sewage to such facilities and shall abandon the use of the herein approved sewage treatment works.

TWENTY-SEVEN: The plant hereby approved is required to effect secondary treatment of the sewage which it receives. Secondary treatment is that treatment that will reduce the organic waste load as measured by the biochemical oxygen demand test by at least 85% during the period May 1 to October 31 and by at least 75% during the remainder of the year based on a five consecutive day average of values; will remove practically all of the suspended solids; will provide effective disinfection to control disease producing organisms; will provide satisfactory disposal of sludge; and will reduce the quantities of oil, greases, acids, alkalis, toxic, taste and odor producing substances, color, and other substances inimical to the public interest to levels that will not pollute the receiving stream.

TWENTY-EIGHT: Records of the operation of the single residence sewage treatment works as the State Department of Environmental Resources may deem necessary for the proper control of the operation of the treatment works shall be kept on forms satisfactory to the Department and shall be filed in the Regional Office of the Department at intervals as specified.

TWENTY-NINE: The permittee shall submit to the Department by March 31 of each year a report showing the hydraulic and organic load compared to the design load and the expected load for a period of five years hence.

THIRTY: The permittee shall prohibit additional connections to a sewer system or load from being placed upon a sewage treatment plant when the plant capacity will be exceeded within five years unless steps have been taken to enlarge the plant within that time.

Appendix A-5.2 (ScottMadden)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

Special Conditions Relative To Sewerage - 1972

- I The plant hereby approved is required to effect (specify secondary or tertiary) treatment of the sewage which it receives. (Specify secondary or tertiary) treatment is treatment that will, for the purpose of this permit, reduce the organic waste load at least (Specify % BOD removal, suspended solids, P04 etc. or concentration permitted in effluent) during the remainder of the year based on a five consecutive day average of values; will remove practically all of the suspended solids; will provide effective disinfection to control disease producing organisms; will provide satisfactory disposal of sludge; and will reduce the quantities of oil, grease, acids, alkalis, toxic, taste and odor producing substances, color, and other substances inimical to the public interest to levels that will not pollute the receiving stream.

- II The plant hereby approved is required to effect the specified degree of reduction of BOD and suspended solids and under no circumstances may more than (specify) pounds of BOD or (specify) pound of suspended solids (or any other parameter) be discharge on any one day.

Appendix A-5.2 (ScottMadden)

Sewerage Permit No. 6772410

ER 711.308 BOOK 66C PAGE 1044

STATE OF PENNSYLVANIA }
COUNTY OF MIFFLIN } SS

Elvin F. Hoover

On the 2nd day of January in the
year one thousand nine hundred and 73 before
me, the Subscriber, a Notary Public, came the above named

Elvin F. Hoover, Regional Sanitary Engineer

and duly acknowledged the foregoing permit to be his act and deed and
desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year afore-
said.



Pearl A. Bodtorf
NOTARY PUBLIC
Pearl A. Bodtorf, Notary Public
Lawistown Borough, Mifflin Co., Pa.
My Commission expires February 8, 1976

State of Pennsylvania }
County of Mifflin }

the 11th day of January 1973
Allen H. Smith
Recorder of Deeds

66-C Page 1028

Appendix A-5.2 (ScottMadden)

19029
ER-BWQ-15 Rev. 2-73

Sewerage Permit

BOOK 67C PAGE 790

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES R
BUREAU OF WATER QUALITY MANAGEMENT

18218

WATER QUALITY MANAGEMENT PERMIT NO. 2ND 6773413

| | |
|---|--|
| <p>A. PERMITTEE (Name and Address)</p> <p>York City Sewer Authority E 154 Merion Road York, Pennsylvania 17405</p> | <p>B. PROJECT LOCATION</p> <p>Municipality <u>York</u></p> <p>County <u>DELRD York County</u></p> |
| <p>C. TYPE OR FACILITY OR ESTABLISHMENT</p> <p><u>Sanitary Sewers</u></p> | <p>D. NAME OF MINE OPERATION OR AREA SERVED</p> <p><u>Separation combined sewers in portion of City of York</u></p> |

| | | |
|--|--|---|
| <p>E. THIS PERMIT APPROVES</p> | | |
| <p>1. Plans For Construction of</p> <p>a. <input checked="" type="checkbox"/> PUMP STATIONS; SEWERS AND APPURTENANCES</p> <p>b. <input type="checkbox"/> SEWAGE TREATMENT FACILITIES</p> <p>c. <input type="checkbox"/> MINE DRAINAGE TREATMENT FACILITIES</p> <p>d. <input type="checkbox"/> INDUSTRIAL WASTE TREATMENT FACILITIES</p> <p>e. <input type="checkbox"/> OUTFALL & HEADWALL</p> <p>f. <input type="checkbox"/> STREAM CROSSING</p> | <p>2. The Discharge of:</p> <p>a. <input type="checkbox"/> TREATED</p> <p style="padding-left: 20px;"><input type="checkbox"/> UNTREATED</p> <p>b. <input type="checkbox"/> INDUSTRIAL WASTE</p> <p style="padding-left: 20px;"><input type="checkbox"/> MINE DRAINAGE</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> SEWAGE</p> | <p>3. The Operation of:</p> <p><input type="checkbox"/> MINE MAXIMUM AREA TO BE DEEP MINED _____</p> <p><input type="checkbox"/> DAM</p> <p>4. An Erosion and Sedimentation Control Plan <input type="checkbox"/></p> <p>PROJECT AREA IS _____ ACRES.</p> |
| <p>5. Nature of Discharge or Impoundment:</p> <p><input checked="" type="checkbox"/> DISCHARGE TO SURFACE WATER <input type="checkbox"/> DISCHARGE TO GROUND WATER</p> <p><input type="checkbox"/> IMPOUNDMENT <u>To Codorus Creek from York Sewage Plant.</u></p> <p style="font-size: small;">(Name of Stream to which discharged or drainage area on which ground water discharge takes place or impoundment is located).</p> | | |

F. You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following:

1. All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. 6773413 dated February 14, 1973, and amendments dated April 26, 1973), Such application, its supporting documents and amendments are hereby made a part of this permit.
2. Conditions numbered 1 thru 14, 21, 22 and 30 of the Sewerage Standard Conditions dated 1972 which conditions are attached hereto and are made a part of this permit.
3. Special condition(s) designated _____ which are attached hereto and are made a part of this permit.

G. The Authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.
2. Failure to comply with the Rules and Regulations of the Department or the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.
3. This permit is issued pursuant to the Clean Streams Law, The Act of June 22, 1937, P.L. 1987 as amended and/or the Water Obstruction Act of June 25, 1913, P.L. 555 as amended. Issuance of this permit shall not relieve the permittee of any responsibility under any other law.

PERMIT ISSUED

DATE September 25, 1973

DEPARTMENT OF ENVIRONMENTAL RESOURCES

BY James V. Donato

James V. Donato

TITLE Acting Regional Sanitary Engineer

Appendix A-5.2 (ScottMadden)

EQ-711.310
Rev. 9/72

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

STANDARD CONDITIONS RELATING TO SEWERAGE - 1972

ONE: All relevant and non-superseded conditions of prior sewerage or water quality management permits or orders issued to the herein named permittee or his predecessor shall continue in full force and effect and together with the provisions of this permit shall apply to his successors, lessees, heirs, and assigns.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive written approval thereof from the Department. The sewerage facilities shall be constructed under expert engineering supervision and competent inspection.

THREE: Sewers herein approved shall have tight, well-fitting joints, shall be laid with straight alignment and grade and shall have smooth interior surfaces. The sewers shall have adequate foundation support as soil conditions requires. Special care shall be taken in construction of sewers under deep or shallow cover and under other conditions which impose extra hazards to sewer stability. Trenches shall be back-filled such that the sewers will have proper structural stability, with minimum setting and adequate protection against breakage. Concrete used in connection with these sewers shall be protected until cured from injury by water, freezing, drying or other harmful conditions.

FOUR: Manholes shall be placed and constructed as shown upon the herein approved plans except, that if not already so provided, they shall be placed on all sewers at junctions, at each change in grade or alignment, at summit ends, and upon straight lines at intervals not exceeding four hundred feet, or wherever necessary to permit satisfactory entrance to and maintenance of the sewers; manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of street wash or grit, and to provide convenient and safe means of access and maintenance.

Appendix A-5.2 (ScottMadden)

BOOK 67C PAGE 792

FIVE: No storm water from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers herein approved.

SIX: Attention is directed to the necessity of having a qualified person make a proper study of all industrial wastes discharging or proposed for discharge to the public sewer systems, to determine what degree of preliminary treatment is necessary before these waste may be discharged to the sewer system so that the wastes will not prejudicially affect the sewerage structure or their functioning or the process of sewage treatment.

SEVEN: The permittee shall adopt and enforce an ordinance or otherwise require all occupied buildings on premises accessible to a public sewer used in conformity with the requirements of State Law, to be connected thereto; also require the abandonment of privies, cesspools or similar receptacle for human excrement on said premises.

EIGHT: The herein approved and previously constructed sewers shall be maintained in good condition, by repair when necessary and kept free from deposits by flushing or other proper means of cleaning.

NINE: The permittee shall file with the Department of Environmental Resources a satisfactory record or detail plans showing the correct plan of all sewers and sewerage structures as actually constructed together with any other information in connection therewith that may be required.

TEN: The out fall sewer or drain shall be extended to low water mark of the receiving body of water in such a manner as to insure the satisfactory dispersion of its effluent thereinto; insofar as practicable it shall have its outlet submerged; and shall be constructed of cast iron, concrete, or other material approved by the Department; and shall be so protected against the effects of flood water, ice, or other hazards as to reasonable insure its structural stability and freedom from stoppage.

ELEVEN: The permittee shall secure any necessary permission from the proper federal authority for any outfall or sewage treatment structure which discharges into or enters navigable waters and shall obtain approval of any stream crossing, encroachment or change of natural stream conditions coming within the jurisdiction of the Department.

TWELVE: If at any time the sewerage facilities of the permittee, or any part thereof, or the discharge of the effluent therefrom, shall have created a public nuisance, or such discharge is causing or contributing to pollution of the waters of the Commonwealth, the permittee shall forthwith adopt such remedial measures as are acceptable to the Department.

Appendix A-5.2 (ScottMadden)

THIRTEEN: Nothing herein contained shall be construed to be an intent on the part of the Department to approve any act made or to be made by the permittee inconsistent with the permittee's lawful powers or with existing laws of the Commonwealth regulating stream pollution and the practice of professional engineering, nor shall this permit be construed to sanction any act otherwise forbidden by any of the laws of the Commonwealth of Pennsylvania or of the United States.

FOURTEEN: The approval herein given is specifically made contingent upon the permittee acquiring all necessary rights, by easement or otherwise as required, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along, or across private property, with full rights of ingress, egress and regress.

FIFTEEN: When the herein a approved sewage treatment works is completed and before it is placed in operation, the permittee shall notify the Department in writing so that an inspection of the works may be made by a representative of the Department.

SIXTEEN: The various structures and apparatus of the sewage treatment works herein approved shall be maintained in proper condition so that the facilities will individually and collectively perform the functions for which they were designed.

SEVENTEEN: The screenings and sludge shall be so handled that nuisance is not created and shall be disposed of in a sanitary manner satisfactory to the Department.

EIGHTEEN: The permittee shall keep records of operation and efficiency of the waste treatment works and shall submit to the Department, promptly at the end of each month, such report thereon as may be required by the Department.

NINETEEN: The sewage treatment works shall be operated by a competent person or persons. In this connection attention is directed to the necessity for expert advice and supervision over the operation of the sewage treatment works in order to secure efficiency of operation and protection to the waters of the Commonwealth. To this end the permittee shall place the operation of the sewage treatment works under the control of the dsigner of the works or some other person expert in the operation of sewage treatment works, for at least one year after completion thereof and report submitted. The sewage treatment works shall be operated by a operator certified in accordance with the Sewage Treatment Plant and Water Works Operators Certification Act, Act No. 322 approved November 18, 1968 as amended.

Appendix A-5.2 (ScottMadden)

BOOK 67C PAGE 794

TWENTY: The right to discharge the effluent from the herein approved sewage treatment works into the waters of the Commonwealth is contingent upon such operation of these works as will at all times produce an effluent of a quality satisfactory to the Department. If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory for such discharge, then upon notice by the Department the right herein granted to discharge such effluent shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory for discharge into the said receiving body of water.

TWENTY-ONE: The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air, and to the highly toxic character of certain gases arising from such digestion or from sewage in insufficiently ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion, or danger from toxic gases may occur, the permittee shall post conspicuously proper warnings of a permanent and easily legible character and shall provide for the thorough instruction of all employees concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.

TWENTY-TWO: Cross connections between a potable water supply and a sewerage system constitute a potential danger to the public health. Therefore, all direct and indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply, from any unit of the sewage treatment works, or by any appurtenance thereof or from any part of a sewerage system, are hereby specifically prohibited. The permittee is further warned against permitting to be made permanent any temporary connection with a potable supply designed to be held in place while being used for flushing or other purposes, and is also cautioned against the danger of back siphonage through portable hose lines and similar avenues of possible contamination.

TWENTY-THREE: Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of Fecal Coliform organisms as a geometric average value nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.

Appendix A-5.2 (ScottMadden)

TWENTY-FOUR: The approval herein granted for sewers is limited to the right to construct the sewers, but approval of connection there to is specifically withheld until such time approval for use thereof is granted by the Department.

TWENTY-FIVE: The attention of the permittee is directed to the fact that the effluent from the herein approved sewage treatment works is discharged to a dry stream normally without the benefit of dilution. If the effluent creates a health hazard or nuisance, the permittee shall upon notice from the Department of Environmental Resources, provide such additional treatment as may be required by the Department.

TWENTY-SIX: If facilities become available for conveying the sewage to and treating it at a more suitable location, upon order from the Department of Environmental Resources, the permittee shall provide for the discharge of the sewage to such facilities and shall abandon the use of the herein approved sewage treatment works.

TWENTY-SEVEN: The plant hereby approved is required to effect secondary treatment of the sewage which it receives. Secondary treatment is that treatment that will reduce the organic waste load as measured by the biochemical oxygen demand test by at least 85% during the period May 1 to October 31 and by at least 75% during the remainder of the year based on a five consecutive day average of values; will remove practically all of the suspended solids; will provide effective disinfection to control disease producing organisms; will provide satisfactory disposal of sludge; and will reduce the quantities of oil, greases, acids, alkalis, toxic, taste and odor producing substances, color, and other substances inimical to the public interest to levels that will not pollute the receiving stream.

TWENTY-EIGHT: Records of the operation of the single residence sewage treatment works as the State Department of Environmental Resources may deem necessary for the proper control of the operation of the treatment works shall be kept on forms satisfactory to the Department and shall be filed in the Regional Office of the Department at intervals as specified.

TWENTY-NINE: The permittee shall submit to the Department by March 31 of each year a report showing the hydraulic and organic load compared to the design load and the expected load for a period of five years hence.

THIRTY: The permittee shall prohibit additional connections to a sewer system or load from being placed upon a sewage treatment plant when the plant capacity will be exceeded within five years unless steps have been taken to enlarge the plant within that time.

Appendix A-5.2 (ScottMadden)

BOOK 67C PAGE 796

THIRTY-ONE: The permittee shall take the necessary measures for the construction of sewerage facilities in a manner compatible with good conservation methods to minimize the effect on the environment, the regimen of the stream bed or channel, and to prevent sediment and pollutants from entering the waters of the Commonwealth.

THIRTY-TWO: The local waterways patrolmen of the Pennsylvania Fish Commission shall be notified when the construction of the stream crossing and outfall is started and completed. A permit must be secured from the Pennsylvania Fish Commission if the use of explosives is required. The permittee shall notify the local waterways patrolmen when explosives are to be used.

THIRTY-THREE: If future operations by the Commonwealth of Pennsylvania require modification of the stream crossing, and/or outfall or there shall be unreasonable obstruction to the free passage of floods or navigation, the permittee shall remove or alter the structural work or obstruction without expense to the Commonwealth of Pennsylvania. If upon the revocation of the permit, the work shall not be completed, the permittee, at his own expense and in such time and manner as the Department may require, shall remove any or all portions of the incompleated work and restore the watercourse to its former condition. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.

Appendix A-5.2 (ScottMadden)

Sewerage Permit No. 6773413

ER 711.308

STATE OF PENNSYLVANIA }
COUNTY OF MIFFLIN } SS

James V. Donato

On the 27th day of September in the
year one thousand nine hundred and 73 before
me, the Subscriber, a Notary Public, came the above named

James V. Donato, Acting Regional Sanitary Engineer
and duly acknowledged the foregoing permit to be his act and deed and
desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year afore-
said.



Paul A. Bodtorf
NOTARY PUBLIC
Paul A. Bodtorf, Notary Public
Lewistown Borough, Mifflin Co., Pa.
My Commission expires February 8, 1976

ate of Pennsylvania, }
County of York, }
Recorded in Record Book 67-C Page 790
the 5th day of October A. D., 19 73
Allen H. Smith
Recorder of Deeds

Appendix A-5.2 (ScottMadden)

| | | | |
|---|--|---|--|
| ER-BWQJ75 Rev. 9/73 01222 | BOOK 688 PAGE 130 COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES BUREAU OF WATER QUALITY MANAGEMENT | 11674 NO. 6773407 | |
| WATER QUALITY MANAGEMENT PERMIT | | | |
| A. PERMITTEE (Name and Address) York City Sewer Authority 154 Merion Road York, Pennsylvania JUL 23 7 40 52 PM '74 | B. PROJECT LOCATION Municipality <u>York</u> County <u>York County</u> | | |
| C. TYPE OF FACILITY OR IMPROVEMENT Addition of Activated Carbon Units for Advanced Waste Treatment | D. NAME OF MINE, OPERATION OR AREA SERVED Facilities Serve City of York and Contiguous Areas. | | |
| E. THIS PERMIT APPROVES | | | |
| 1. Plans For Construction of a. <input type="checkbox"/> PUMP STATIONS; SEWERS AND APPURTENANCES b. <input checked="" type="checkbox"/> SEWAGE TREATMENT FACILITIES c. <input type="checkbox"/> MINE DRAINAGE TREATMENT FACILITIES d. <input type="checkbox"/> INDUSTRIAL WASTE TREATMENT FACILITIES e. <input type="checkbox"/> OUTFALL & HEADWALL f. <input type="checkbox"/> STREAM CROSSING | 2. The Discharge of: a. <input checked="" type="checkbox"/> TREATED <input type="checkbox"/> UNTREATED b. <input type="checkbox"/> INDUSTRIAL WASTE <input type="checkbox"/> MINE DRAINAGE <input checked="" type="checkbox"/> SEWAGE | 3. The Operation of: <input type="checkbox"/> MINE MAXIMUM AREA TO BE DEEP MINED _____ <input type="checkbox"/> DAM 4. An Erosion and Sedimentation Control Plan <input type="checkbox"/> PROJECT AREA IS _____ ACRES. | |
| 5. Nature of Discharge or Impoundment: <input checked="" type="checkbox"/> DISCHARGE TO SURFACE WATER <input type="checkbox"/> DISCHARGE TO GROUND WATER <input type="checkbox"/> IMPOUNDMENT <u>Codorus Creek</u> (Name of Stream to which discharged or drainage area on which ground water discharge takes place or impoundment is located). | | | |
| F. You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following : | | | |
| 1. All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. <u>6773407</u> dated <u>February 28, 1973</u>), and amendments dated _____ Such application, it's supporting documents and amendments are hereby made a part of this permit. | | | |
| 2. Conditions numbered <u>1, 2, 9 thru 23, 29 and 30</u> of the <u>Sewerage</u> Standard Conditions dated <u>1972</u> which conditions are attached hereto and are made a part of this permit. | | | |
| 3. Special condition(s) designated <u>A and B</u> which are attached hereto and are made a part of this permit. | | | |
| G. The Authority granted by this permit is subject to the following further qualifications: | | | |
| 1. If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply. | | | |
| 2. Failure to comply with the Rules and Regulations of the Department or the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit. | | | |
| 3. This permit is issued pursuant to the Clean Streams Law, The Act of June 22, 1937, P.L. 1987 as amended and/or the Water Obstruction Act of June 25, 1913, P.L. 555 as amended. Issuance of this permit shall not relieve the permittee of any responsibility under any other law. | | | |
| PERMIT ISSUED DATE <u>July 17, 1974</u> | DEPARTMENT OF ENVIRONMENTAL RESOURCES BY <u>James V. Donato</u> James V. Donato TITLE <u>Acting Regional Sanitary Engineer</u> | | |

Appendix A-5.2 (ScottMadden)

Page 2

July 17, 1974

Sewerage Permit
No. 6773407

This permit is issued subject to all Department of Environmental Resources Rules and Regulations now in force, and the following Special Conditions:

- A. The plant hereby approved is required to produce an effluent in which the 5-day biochemical oxygen demand will not exceed 7 mg/l for the period May 1 through October 31 and 14 mg/l for the remainder of the year; the total phosphorus as PO_4 will not exceed 6 mg/l and the dissolved oxygen will be at least 6 mg/l.
- B. In addition the plant hereby approved is required to provide treatment that will remove practically all of the suspended solids; will provide effective disinfection to control disease producing organisms; will provide satisfactory disposal of sludge; and will reduce the quantities of oil, greases, acids, alkalis, toxic, taste and odor producing substances, color, and other substances inimical to the public interest to levels that will not pollute the receiving stream.

It is required by law that this permit before being operative shall be recorded in the office of the Recorder of Deeds in York County.

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Rev. 5-73

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

STANDARD CONDITIONS RELATING TO SEWERAGE - 1972

ONE: All relevant and non-superseded conditions of prior sewerage or water quality management permits or orders issued to the herein named permittee or his predecessor shall continue in full force and effect and together with the provisions of this permit shall apply to his successors, lessees, heirs, and assigns.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive written approval thereof from the Department. The sewerage facilities shall be constructed under expert engineering supervision and competent inspection.

THREE: Sewers herein approved shall have tight, well-fitting joints, shall be laid with straight alignment and grade and shall have smooth interior surfaces. The sewers shall have adequate foundation support as soil conditions requires. Special care shall be taken in construction of sewers under deep or shallow cover and under other conditions which impose extra hazards to sewer stability. Trenches shall be back-filled such that the sewers will have proper structural stability, with minimum setting and adequate protection against breakage. Concrete used in connection with these sewers shall be protected until cured from injury by water, freezing, drying or other harmful conditions.

FOUR: Manholes shall be placed and constructed as shown upon the herein approved plans except, that if not already so provided, they shall be placed on all sewers at junctions, at each change in grade or alignment, at summit ends, and upon straight lines at intervals not exceeding four hundred feet, or wherever necessary to permit satisfactory entrance to and maintenance of the sewers; manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of street wash or grit, and to provide convenient and safe means of access and maintenance.

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FIVE: No storm water from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers herein approved.

SIX: Attention is directed to the necessity of having a qualified person make a proper study of all industrial wastes discharging or proposed for discharge to the public sewer systems, to determine what degree of preliminary treatment is necessary before these waste may be discharged to the sewer system so that the wastes will not prejudicially affect the sewerage structure or their functioning or the process of sewage treatment.

SEVEN: The permittee shall adopt and enforce an ordinance or otherwise require all occupied buildings on premises accessible to a public sewer used in conformity with the requirements of State Law, to be connected thereto; also require the abandonment of privies, cesspools or similar receptacle for human excrement on said premises.

EIGHT: The herein approved and previously constructed sewers shall be maintained in good condition, by repair when necessary and kept free from deposits by flushing or other proper means of cleaning.

NINE: The permittee shall file with the Department of Environmental Resources a satisfactory record or detail plans showing the correct plan of all sewers and sewerage structures as actually constructed together with any other information in connection therewith that may be required.

TEN: The out fall sewer or drain shall be extended to low water mark of the receiving body of water in such a manner as to insure the satisfactory dispersion of its effluent thereinto; insofar as practicable it shall have its outlet submerged; and shall be constructed of cast iron, concrete, or other material approved by the Department; and shall be so protected against the effects of flood water, ice, or other hazards as to reasonable insure its structural stability and freedom from stoppage.

ELEVEN: The permittee shall secure any necessary permission from the proper federal authority for any outfall or sewage treatment structure which discharges into or enters navigable waters and shall obtain approval of any stream crossing, encroachment or change of natural stream conditions coming within the jurisdiction of the Department.

TWELVE: If at any time the sewerage facilities of the permittee, or any part thereof, or the discharge of the effluent therefrom, shall have created a public nuisance, or such discharge is causing or contributing to pollution of the waters of the Commonwealth, the permittee shall forthwith adopt such remedial measures as are acceptable to the Department.

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BOOK 688 PAGE 134

THIRTEEN: Nothing herein contained shall be construed to be an intent on the part of the Department to approve any act made or to be made by the permittee inconsistent with the permittee's lawful powers or with existing laws of the Commonwealth regulating stream pollution and the practice of professional engineering, nor shall this permit be construed to sanction any act otherwise forbidden by any of the laws of the Commonwealth of Pennsylvania or of the United States.

FOURTEEN: The approval herein given is specifically made contingent upon the permittee acquiring all necessary rights, by easement or otherwise as required, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along, or across private property, with full rights of ingress, egress and regress.

FIFTEEN: When the herein a approved sewage treatment works is completed and before it is placed in operation, the permittee shall notify the Department in writing so that an inspection of the works may be made by a representative of the Department.

SIXTEEN: The various structures and apparatus of the sewage treatment works herein approved shall be maintained in proper condition so that the facilities will individually and collectively perform the functions for which they were designed.

SEVENTEEN: The screenings and sludge shall be so handled that nuisance is not created and shall be disposed of in a sanitary manner satisfactory to the Department.

EIGHTEEN: The permittee shall keep records of operation and efficiency of the waste treatment works and shall submit to the Department, promptly at the end of each month, such report thereon as may be required by the Department.

NINETEEN: The sewage treatment works shall be operated by a competent person or persons. In this connection attention is directed to the necessity for expert advice and supervision over the operation of the sewage treatment works in order to secure efficiency of operation and protection to the waters of the Commonwealth. To this end the permittee shall place the operation of the sewage treatment works under the control of the designer of the works or some other person expert in the operation of sewage treatment works, for at least one year after completion thereof and report submitted. The sewage treatment works shall be operated by a operator certified in accordance with the Sewage Treatment Plant and Water Works Operators Certification Act, Act No. 322 approved November 18, 1968 as amended.

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TWENTY: The right to discharge the effluent from the herein approved sewage treatment works into the waters of the Commonwealth is contingent upon such operation of these works as will at all times produce an effluent of a quality satisfactory to the Department. If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory for such discharge, then upon notice by the Department the right herein granted to discharge such effluent shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory for discharge into the said receiving body of water.

TWENTY-ONE: The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air, and to the highly toxic character of certain gases arising from such digestion or from sewage in insufficiently ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion, or danger from toxic gases may occur, the permittee shall post conspicuously proper warnings of a permanent and easily legible character and shall provide for the thorough instruction of all employes concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.

TWENTY-TWO: Cross connections between a potable water supply and a sewerage system constitute a potential danger to the public health. Therefore, all direct and indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply, from any unit of the sewage treatment works, or by any appurtenance thereof or from any part of a sewerage system, are hereby specifically prohibited. The permittee is further warned against permitting to be made permanent any temporary connection with a potable supply designed to be held in place while being used for flushing or other purposes, and is also cautioned against the danger of back siphonage through portable hose lines and similar avenues of possible contamination.

TWENTY-THREE: Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of Fecal Coliform organisms as a geometric average value nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.

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TWENTY-FOUR: The approval herein granted for sewers is limited to the right to construct the sewers, but approval of connection there to is specifically withheld until such time approval for use thereof is granted by the Department.

TWENTY-FIVE: The attention of the permittee is directed to the fact that the effluent from the herein approved sewage treatment works is discharged to a dry stream normally without the benefit of dilution. If the effluent creates a health hazard or nuisance, the permittee shall upon notice from the Department of Environmental Resources, provide such additional treatment as may be required by the Department.

TWENTY-SIX: If facilities become available for conveying the sewage to and treating it at a more suitable location, upon order from the Department of Environmental Resources, the permittee shall provide for the discharge of the sewage to such facilities and shall abandon the use of the herein approved sewage treatment works.

TWENTY-SEVEN: The plant hereby approved is required to effect secondary treatment of the sewage which it receives. Secondary treatment is that treatment that will reduce the organic waste load as measured by the biochemical oxygen demand test by at least 85% during the period May 1 to October 31 and by at least 75% during the remainder of the year based on a five consecutive day average of values; will remove practically all of the suspended solids; will provide effective disinfection to control disease producing organisms; will provide satisfactory disposal of sludge; and will reduce the quantities of oil, greases, acids, alkalis, toxic, taste and odor producing substances, color, and other substances inimical to the public interest to levels that will not pollute the receiving stream.

TWENTY-EIGHT: Records of the operation of the single residence sewage treatment works as the State Department of Environmental Resources may deem necessary for the proper control of the operation of the treatment works shall be kept on forms satisfactory to the Department and shall be filed in the Regional Office of the Department at intervals as specified.

TWENTY-NINE: The permittee shall submit to the Department by March 31 of each year a report showing the hydraulic and organic load compared to the design load and the expected load for a period of five years hence.

THIRTY: The permittee shall prohibit additional connections to a sewer system or load from being placed upon a sewage treatment plant when the plant capacity will be exceeded within five years unless steps have been taken to enlarge the plant within that time.

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THIRTY-ONE: The permittee shall take the necessary measures for the construction of sewerage facilities in a manner compatible with good conservation methods to minimize the effect on the environment, the regimen of the stream bed or channel, and to prevent sediment and pollutants from entering the waters of the Commonwealth.

THIRTY-TWO: The local waterways patrolmen of the Pennsylvania Fish Commission shall be notified when the construction of the stream crossing and outfall is started and completed. A permit must be secured from the Pennsylvania Fish Commission if the use of explosives is required. The permittee shall notify the local waterways patrolmen when explosives are to be used.

THIRTY-THREE: If future operations by the Commonwealth of Pennsylvania require modification of the stream crossing, and/or outfall or there shall be unreasonable obstruction to the free passage of floods or navigation, the permittee shall remove or alter the structural work or obstruction without expense to the Commonwealth of Pennsylvania. If upon the revocation of the permit, the work shall not be completed, the permittee, at his own expense and in such time and manner as the Department may require, shall remove any or all portions of the incompleated work and restore the watercourse to its former condition. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.

Appendix A-5.2 (ScottMadden)

ER-BWQ-69 Rev. 4-73 BOOK 68B PAGE 138 Sewerage Permit No. 6773407

STATE OF PENNSYLVANIA }
COUNTY OF MIFFLIN } SS
James V. Donato

On the 17th day of July in the
year one thousand nine hundred and 74 before
me, the Subscriber, a Notary Public, came the above named

James V. Donato, Acting Regional Sanitary Engineer
and duly acknowledged the foregoing permit to be his act and deed and
desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year afore-
said.



Pearl A. Godtorf
NOTARY PUBLIC
Pearl A. Godtorf, Notary Public
Lewistown Borough, Mifflin Co., Pa.
My Commission expires February 8, 1976

MAIL TO 42 E King St
York Pa.

State of Pennsylvania, }
County of York, }
Recorded in Record Book 68-B Page 130
the 23rd day of July A. D., 19 74.
E. Gelsner Lead
Recorder of Deeds

Appendix A-5.2 (ScottMadden)

Large Permit

ER-BWQ-15.2 10/78

BOOK 83F PAGE 923

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

12375 11627

WATER QUALITY MANAGEMENT PERMIT - PART I
AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

SEWAGE PERMIT NO. PA 0026263

JUL 27 10 15 A 91
REC'D OFFICE
TOWN OF YORK COUNTY, PA.

In compliance with the provisions of the Clean Water Act, 33 U.S.C. 1251 et. seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et. seq.,

York City Sewer Authority
42 East King Street
York, PA 17401

is hereby authorized to discharge from a facility located in
Manchester Township
York County

to the receiving waters named
Codorus Creek

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

This permit shall become effective on July 21, 1981

This permit and the authorization to discharge shall expire at midnight July 21, 1986.

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the standard or special conditions, the standard or special conditions shall apply.
2. Failure to comply with the rules and regulations of the Department or with the terms or conditions of this permit shall void the authority to discharge given to the permittee by this permit.
3. It is required by law that this permit, before becoming operative, shall be recorded in the Office of the Recorder of Deeds for the county wherein the outlet of said sewer system is located.

PERMIT ISSUED

BY Frederick A. Marrocco

DATE July 21, 1981

TITLE Frederick A. Marrocco

Regional Water Quality Manager

Harrisburg Regional Office

Date Prepared

BUREAU OF WATER QUALITY MANAGEMENT
SEWERAGE PERMIT NO. PA. 0026263

Page 2 of 13

PART A

1. Final Interim

Effluent Limitations and Monitoring Requirements for Discharge 001, To Oxborus Creek
Located at Latitude 39°59'09", Longitude 76°43'26"

- A. During the period beginning 7/21/81 and lasting through 7/21/86 the Permittee is authorized to discharge.
- B. Average daily flow of effluent discharged from the waste water treatment facility shall not exceed 18 million gallons per day (mgd) or 68,130 cubic meters per day.
- C. The quality of effluent shall be limited at all times as specified in Management Requirement "p" and as follows:

| EFFLUENT PARAMETERS | DISCHARGE LIMITATIONS | | | | | | MONITORING REQUIREMENTS (4) | | | | | |
|-----------------------------------|-------------------------|----------------|---------------|-------------------------|----------------|-----------------------|-----------------------------|-------------|-----------|-------|--------------|------|
| | EFFLUENT LOADINGS | | | EFFLUENT CONCENTRATIONS | | | MEASUREMENT FREQUENCY | SAMPLE TYPE | | | | |
| | MONTHLY AVERAGE | WEEKLY AVERAGE | DAILY MAXIMUM | MONTHLY AVERAGE | WEEKLY AVERAGE | INSTANTANEOUS MAXIMUM | | | | | | |
| (1) | Kg/Day | Lb/Day | Kg/Day | Lb/Day | Kg/Day | Lb/Day | | | | | | |
| BOD-5 Day (2) | See Below | | | | | | | | | | | |
| Suspended Solids | 2043 | 4504 | 3036 | 6755 | | | 30 mg/l | 45 mg/l | 60 mg/l | Daily | 24 hr. comp. | |
| NH ₃ -N (6-1 to 10-31) | 119 | 263 | 119 | 263 | 119 | 263 | 1.75 mg/l | 1.75 mg/l | 3.5 mg/l | Daily | 24 hr. comp. | |
| NH ₃ -N (1-1 to 5-31) | 357 | 788 | 357 | 788 | 357 | 788 | 5.25 mg/l | 5.25 mg/l | 10.5 mg/l | Daily | 24 hr. comp. | |
| Phosphorus as "p" | 136 | 300 | 204 | 450 | | | 2 mg/l | 3 mg/l | 4 mg/l | Daily | 24 hr. comp. | |
| D.O. (Minimum) | 6 mg/l at all times | | | | | | | | | Daily | Grab | |
| Fecal Coliform | Within Limits of 6 to 9 | | | | | | | | | | Daily | Grab |
| pH | See Footnote (3) | | | | | | | | | | Daily | Grab |
| BOD 5-day (5/1 to 10/31) | 681 | 1501 | 1021 | 2252 | | | 10 mg/l | 15 mg/l | 20 mg/l | Daily | 24 hr. comp. | |
| BOD 5-day (11/1 to 4/30) | 1021 | 2252 | 1532 | 3378 | | | 15 mg/l | 22.5 mg/l | 30 mg/l | Daily | 24 hr. comp. | |
| Flow | | | | | | | | | | Cont. | Meas. | |
| Chlorine Residual | | | | | | | | | | Daily | Grab | |

(1) For substances not specifically limited in the permit, the permittee is limited to the amount of substances reported in the NPDES application. The permittee is not authorized to discharge any substances in excess of that reported in the NPDES application.

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Date Prepared

BUREAU OF WATER QUALITY MANAGEMENT
SEWERAGE PERMIT NO. PA. 0026263
PART A

Page 3 of 13

1. Final Interim

Effluent Limitations and Monitoring Requirements for Discharge 002, to Codorus Creek
Located at Latitude 39°59'18" N, Longitude 76°43'27" W

- A. During the period beginning 7/21/81 and lasting through 7/21/86 the Permittee is authorized to discharge.
B. Average daily flow of effluent discharged from the waste water treatment facility shall not exceed 8 million gallons per day (mgd) or 30,280 cubic meters per day.
C. The quality of effluent shall be limited at all times as specified in Management Requirement "p" and as follows:

| EFFLUENT PARAMETERS | DISCHARGE LIMITATIONS | | | | | | MONITORING REQUIREMENTS (4) | | | |
|-----------------------------------|------------------------------|----------------|---------------|-------------------------|----------------|-----------------------|-----------------------------|-------------|-----------|--|
| | EFFLUENT LOADINGS | | | EFFLUENT CONCENTRATIONS | | | MEASUREMENT FREQUENCY | SAMPLE TYPE | | |
| | MONTHLY AVERAGE | WEEKLY AVERAGE | DAILY MAXIMUM | MONTHLY AVERAGE | WEEKLY AVERAGE | INSTANTANEOUS MAXIMUM | | | | |
| (1) | Kg/Day | Lb/Day | Kg/Day | Lb/Day | Kg/Day | Lb/Day | SPECIFY UNITS | | | |
| BOD-5 Day (2) | See Below | | | | | | | | | |
| Suspended Solids | 908 | 2002 | 1361 | 3002 | | | 30 mg/l | 45 mg/l | 60 mg/l | |
| NH ₃ -N (6-1 to 10-31) | 53 | 117 | 53 | 117 | 53 | 117 | 1.75 mg/l | 5.25 mg/l | 3.5 mg/l | |
| NH ₃ -N (01-1 to 5-31) | 159 | 350 | 159 | 350 | 159 | 350 | 5.25 mg/l | 5.25 mg/l | 10.5 mg/l | |
| Phosphorus as "P" | 60 | 133 | 91 | 200 | | | 2 mg/l | 3 mg/l | 4 mg/l | |
| D.O. (Minimum) | 6 mg/l at all times | | | | | | | | | |
| Fecal Coliform | Within Limits of 6 to 9 | | | | | | See Footnote (3) Part C | | | |
| pH | Standard Units at all times. | | | | | | | | | |
| NO ₃ -N (5-1 to 10/31) | 302 | 667 | 454 | 1001 | | | 10 mg/l | 15 mg/l | 20 mg/l | |
| BOD 5-DAY (11/1 to 4/30) | 454 | 1001 | 681 | 1501 | | | 15 mg/l | 22.5 mg/l | 30 mg/l | |
| FLOW | | | | | | | | | | |
| Chlorine Residual | | | | | | | | | | |

(1) For substances not specifically limited in the permit, the permittee is limited to the amount of substances reported in the NPDES application. The permittee is not authorized to discharge any substances in excess of that reported in the NPDES application.

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Sewerage Permit No. PA 0026263 Page 4 of 13

Emergency Raw Sewage Bypass

Point source 003 serves as an emergency raw sewage bypass necessitated by wet weather flows exceeding the peak hydraulic pumping capacity at the treatment works and is permitted to discharge only for such reason. There are at this time no specific effluent limitations on this discharge. The bypass shall be monitored for cause, frequency, duration and quantity of flow. This data shall be reported quarterly as an attachment to the Discharge Monitoring Report Form. The permit issuing authority may require a plan of action to correct such bypasses if degradation of the receiving stream results.

Point Source - Outfall 003

Location - $39^{\circ} 59' 08''$
 $76^{\circ} 43' 26''$

Receiving Stream - Codorus Creek

Appendix A-5.2 (ScottMadden)

FOOTNOTES (Continued)

- (2) Other measurements of oxygen demand can be substituted for Biochemical Oxygen Demand (BOD) where the permittee can demonstrate long-term correlation of the method with BOD values. Substitution of such measurements must receive prior approval of the permitting authority.
- (3) Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of fecal coliform organisms as a geometric average value, nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.
- (4) Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

At discharge points from each treatment plant.

D. Definitions

- (1) Average Daily Flow - The arithmetic mean of daily flow measurements taken over a period of 30 consecutive days.
- (2) The "monthly average" effluent loading means the total discharge by weight during a calendar month divided by the number of days in the month that the facility was operating. Where less than daily sampling is required by this permit, the monthly average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.
- (3) The "weekly average" effluent loading means the total discharge by weight during a calendar week divided by the number of days in the week that the facility was operating. Where less than daily sampling is required by this permit, the weekly average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar week when the measurements were made.
- (4) The "daily maximum" effluent loading means the total discharge by weight during any calendar day.

BOOK 83-F

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MISSING

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PART A

2. MONITORING AND REPORTING

A. Sampling and Analysis Methods

Test procedures for analysis of pollutants shall conform to regulations published pursuant to Section 304(h) of the Act under which such procedures may be required. These regulations are codified at 40 CFR Part 136.

B. Self-Monitoring and Reporting Requirements

The permittee shall effectively monitor the operation and efficiency of all treatment and control facilities and the quantity and quality of the discharge. Monitoring data required by this permit shall be summarized on an average monthly basis. Reports of these monthly values are to be submitted monthly, using a Discharge Monitoring Report Form (EPA Form T-40) within 28 days after the end of each reporting period. The first monthly report will be submitted within 60 days from the first day the facility starts operating unless specified otherwise. Notification of the designation of the responsible operator must be submitted to the permitting agency by the permittee within 60 days after the effective date of the permit and from time to time thereafter as the operator is replaced. (In cases where there is no treatment plant at this time but monitoring is required, such designation is not needed and the report may be signed by the permittee). The Discharge Monitoring Report Form must be sent to the offices of the state water pollution control agency and the Regional Administrator at the following addresses:

Dept. of Environmental Protection
Harrisburg Region
407 S. Cameron Street
Harrisburg, Pennsylvania 17101
(717) 787-9665

Pennsylvania Section 3EN22
Enforcement Division
U.S. Environmental Protection
Agency
Region III
6th and Walnut Streets
Philadelphia, Pa. 19106

C. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (EPA No. T-40). Such increased frequency shall also be indicated.

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MISSING

Appendix A-5.2 (ScottMadden)

PART B

MANAGEMENT REQUIREMENTS

A. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant more frequently than, or at a level in excess of, that identified and authorized by this permit shall constitute a violation of the terms and conditions of this permit. Such a violation may result in the imposition of civil and/or criminal penalties as provided for in Section 309 of the Act and the Clean Streams Law. Facility modifications, additions, and/or expansions that increase the plant capacity must be reported to the permitting authority and this permit then modified or re-issued to reflect such changes. Any anticipated change in the facility discharge, including any new significant industrial discharge or significant changes in the quantity or quality of existing industrial discharges to the treatment system that will result in new or increased discharges of pollutants must be reported to the permitting authority. Modifications to the permit may then be made to reflect any necessary changes in permit conditions, including any necessary effluent limitations for any pollutants, not identified and limited herein. In no case are any new connections, increased flows, or significant changes in influent quality permitted that will cause violation of the effluent limitations specified herein.

B. Permit Modification

After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:

1. Violation of any terms or conditions of this permit.
2. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts.
3. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.
4. Information newly acquired by the Department or EPA.
5. A change in applicable water quality standards or treatment requirements.

C. Toxic Pollutants

Notwithstanding Item B above, if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for toxic pollutant which is present in the discharge authorized herein and such standard or prohibition is more stringent than any limitation upon such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition and the permittee shall be so notified.

Appendix A-5.2 (ScottMadden)

RECORDERS NOTE:

THIS IS A POOR ORIGINAL

J.W. C. MORGAN, JR.
RECORDER OF DEEDS

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D. Right of Entry

The permittee shall allow the head of the Department, the agency, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

1. To enter upon the permittee premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit.
2. To have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit.
3. To inspect at reasonable times any monitoring equipment or monitoring method required in this permit.
4. To sample at reasonable times any discharge of pollutants.

E. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property, invasion of personal rights, or any infringement of Federal, State, or local laws or regulations, nor does it authorize or approve the construction of any onshore or offshore physical structures or facilities or the undertaking of any work in any navigable waters.

F. Availability of Reports

Except for data determined to be confidential under 25 Pa. Code Section 92.63 and 40 CFR Part II Subpart B, all required reports shall be available for public inspection at the offices of the state water pollution control agency and the Regional Administrator. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Act and applicable State Law.

G. Facility Operation and Quality Control

All waste collection, control, treatment and disposal facilities shall be operated in a manner consistent with the following:

1. At all times, all facilities shall be operated as efficiently as possible in a manner which will minimize upsets and discharges of excessive pollutants.
2. The permittee shall provide an adequate operating staff which is duly qualified to carry out the operation, maintenance and testing functions required to insure compliance with the conditions of this permit.
3. Maintenance of treatment facilities that results in degradation of effluent quality shall be scheduled during non-critical water quality periods and shall be carried out in a manner approved by the permitting authority.

Appendix A-5.2 (ScottMadden)

H. Bypassing

The diversion or bypass of any inadequately treated discharge by the permittee is prohibited, except: (1) where unavoidable to prevent personal injury, loss of life or severe property damage; or, (2) where there are no other alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime, and (3) where the permittee promptly but in no event later than 24 hours after the permittee learns of the bypass, submits notice of the bypass or an anticipated need for bypass to the Department and the Enforcement Division Director. The permittee shall supply as a minimum the information requested in MANAGEMENT REQUIREMENT(I).

I. Noncompliance Notification

If for any reason the permittee does not comply with or will be unable to comply with any effluent limitation specified in this permit, or should any unusual or extraordinary discharge of wastes occur from the facilities herein permitted, the permittee shall immediately notify the permit issuing authority or his designee by telephone at (717) 787-9665 and provide the permit issuing authority with the following information in writing within five days of such notification.

1. A description of the noncomplying discharge, including its location, nature, cause, duration, quantity of flow, and impact upon the receiving waters.
2. Cause of noncompliance.
3. Anticipated time the condition of noncompliance is expected to continue or if such condition has been corrected, the duration of the period of noncompliance.
4. Steps taken by the permittee to reduce and eliminate the noncomplying discharge.
5. Steps to be taken by the permittee to prevent recurrence of the condition of noncompliance.

J. Adverse Impact

Permittee shall take all reasonable steps to minimize any adverse impact to navigable waters resulting from noncompliance with any effluent limitation specified in this permit. The permittee should also provide accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

K. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

Appendix A-5.2 (ScottMadden)

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L. Solids Disposal

Collected screenings, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those waters (or runoff from the wastes) into navigable waters or their tributaries.

M. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

N. Transfer of Ownership or Control

In the event of any change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the succeeding owner or controller of the existence of this permit by letter, a copy of which shall be forwarded to the Department and the EPA Regional Administrator.

O. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

P. Minimum Treatment

In no case shall the arithmetic means of the effluent values of the biochemical oxygen demand (five day) and suspended solids discharged during a period of 30 consecutive days exceed 15 percent of respective arithmetic means of the influent values for those parameters during the same time period, except as specifically authorized by the permitting authority.

Q. Flow Limitation

When the effluent discharged for a period of 90 consecutive days exceeds 80 percent of the permitted flow limitation, the permittee shall submit to the permitting authority an analysis of projected loadings and a program for maintaining satisfactory treatment levels consistent with approved water quality management plans.

R. Other Laws

Nothing herein contained shall be construed to be an intent on the part of the Department to approve any act made or to be made by the permittee inconsistent with the permittee's lawful powers or with existing laws of the Commonwealth regulating sewerage discharge and the practice of professional engineering, nor shall this permit be construed to sanction any act otherwise forbidden by any of the laws of the Commonwealth of Pennsylvania or of the United States.

Appendix A-5.2 (ScottMadden)

Sewerage Permit No. PA 0026263 Page 13 of 13

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PART C

OTHER REQUIREMENTS

1. Existing Department Permit(s):

Effluent limitations, monitoring requirements, and other standard and special conditions which relate to the discharge(s) of pollutants authorized by this permit and which are contained in Water Quality Management Permit(s)

No. 561511 issued on May 23, 1961 and amended August 2, 1968.

No. 6772410 issued on December 29, 1972.

are superseded by the terms and conditions of this permit, unless specifically noted otherwise herein.

2. Disinfection:

Effective disinfection - Footnote (3) found on Page 5 is required during the swimming season (May 1 through September 30). For the remaining months the fecal coliforms in the effluent shall not exceed 2,000 per 100 ml as a maximum value.

3. Pretreatment Requirement:

This permit shall be modified or alternately revoked and reissued, as appropriate, to incorporate an approved POTW pretreatment program or a compliance schedule for the development of a POTW pretreatment program as required under Section 402(b)(8) of the Clean Water Act and implementing regulations or by the requirements of the approved state pretreatment program as appropriate.

4. Consent Order and Agreement

The Consent Order and Agreement dated January 29, 1981 with the Department of Environmental Resources and the City of York and the York City Sewer Authority is hereby made a part of this permit.

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PUBLIC NOTICE OF PERMIT ISSUANCE

Permit for National Pollutant Discharge Elimination
System (NPDES) to Discharge to State Waters

Harrisburg Regional Office: Regional Water Quality Manager, 407 South Cameron
Street, Harrisburg, PA, 17101, Telephone: (717) 787-9665.

Notice is hereby given that the Pennsylvania Department of Environmental Resources
after public notice and final determination of effluent limitations, has on July 21, 1981
issued a National Pollutant Discharge Elimination System permit:

York City Sewer Authority
42 East King Street
York, PA 17401
Receiving Stream - Codorus Creek
Discharge Volume - 18 MGD for Outfall 001
and 8 MGD for Outfall 002

Changes between the Draft Permit and the Final Permit are as follows:

1. Correct name of applicant to York City Sewer Authority from City of York.
2. Correct location of discharges to Manchester Township, York County.
3. Change suspended solids limitations to 30 mg/l as monthly average and 60 mg/l as instantaneous maximum and make ammonia nitrogen limitations monthly averages from daily maximums. There are no other changes to the limitations in the draft permit.

Appendix A-5.2 (ScottMadden)

ER-BWQ-69 Rev. 1/78

Water Quality Management Part I Permit No. PA 0026263
York City Sewer Authority
42 West King Street
York, PA 17401

BOOK 83F PAGE 937 Manchester Township
York County

STATE OF PENNSYLVANIA
COUNTY OF DAUPHIN

SS *Frederick A. Marrocco*
Frederick A. Marrocco
Regional Water Quality Manager

On the - *21st* - day of July in the
year one thousand nine hundred and eighty-one before
me, the Subscriber, a Notary Public, came the above named
Frederick A. Marrocco, Regional Water Quality Manager

and duly acknowledged the foregoing permit to be his act and
deed and desired that the same might be recorded as such.

Witness my hand and notarial seal the day and year
aforesaid.

Jack Lietz
NOTARY PUBLIC
NOTARY PUBLIC
My Commission Expires June 8, 1982
Harrisburg, Pa. Dauphin County

State of Pennsylvania, }
County of York, }
Recorded In Record Book 83-F Page 923
the 29th day of July, 19 81
John C. Nowak
Recorder of Deeds

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16563
Average Permit

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ER-RWQ-15.2 (5/01)

016563

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
SEWAGE PERMIT NO. PA 0026263

PAID

APR 20 9 22 AM '87

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 1069 et seq.,

York City Sewer Authority
42 East King Street
York, PA 17401

RECORDER'S OFFICE
YORK COUNTY, PA

is hereby authorized to discharge from a facility located in
Manchester Township, York County
to the receiving waters named

Codorus Creek

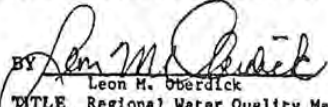
In accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

This permit and the authorization to discharge shall expire at midnight March 31, 1992

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the standard or special conditions, and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with any of the terms or conditions of this permit is grounds for enforcement action; for permit termination, revocation and reissuance or modification; or for denial of a permit renewal application.
3. It is required by law that this permit, before becoming operative, shall be recorded in the Office of the Recorder of Deeds for the county wherein the outlet of said sewer system is located.
4. Application for renewal of this permit, or notification of intent to cease discharging by the expiration date, must be submitted to the Department at least 180 days prior to the above expiration date (unless permission has been granted by the Department for submission at a later date), using the appropriate NPDES Permit Application Form. In the event that a timely and complete application for renewal has been submitted and the Department is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit will be automatically continued and will remain fully effective and enforceable pending the grant or denial of the application for permit renewal.
5. This permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

PERMIT ISSUED
DATE March 31, 1987

BY 
Leon H. Oberdick
TITLE Regional Water Quality Manager

Appendix A-5.2 (ScottMadden)

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 1 0456

1. Effluent Limitations and Monitoring Requirements for Outfall 002.

- A. The permittee is authorized to discharge during the period beginning 3/31/87 and lasting through 3/31/92.
- B. The average monthly flow of effluent discharged from the wastewater treatment facility shall not exceed 26.0 million gallons per day.
- C. The quality of effluent shall be limited at all times as specified in Footnote (3) and as follows:

DISCHARGE LIMITATIONS

MONITORING REQUIREMENTS

| Discharge Parameter | Mass Units (lbs/day) | | | Concentrations (mg/l) | | | | Measurement Frequency | Sample Type | 24 hr. Report Under A.I.I.D. |
|--|----------------------|----------------|---------------|-----------------------|----------------|---------------|---------------|-----------------------|--------------|------------------------------|
| | Average Monthly | Average Weekly | Maximum Daily | Average Monthly | Average Weekly | Maximum Daily | Inst. Maximum | | | |
| Copper, Total * | | | | Shall be monitored | | | | 2/month | 24 hr. comp. | |
| Iron, Total * | | | | " | " | " | " | 2/month | 24 hr. comp. | |
| Mercury, Total * | | | | " | " | " | " | 2/month | 24 hr. comp. | |
| Tin, Total * | | | | " | " | " | " | 2/month | 24 hr. comp. | |
| Zinc, Total * | | | | " | " | " | " | 2/month | 24 hr. comp. | |
| Bis (2 ethyl, hexyl) Phthalate * | | | | " | " | " | " | 2/month | 24 hr. comp. | |
| Tetrachloroethylene * | | | | " | " | " | " | 2/month | 24 hr. comp. | |
| Chloroform * | | | | " | " | " | " | 2/month | 24 hr. comp. | |
| Total Phenols * | | | | " | " | " | " | 2/month | 24 hr. comp. | |
| Phenol, 2-nitrophenol and 2-chlorophenol | | | | " | " | " | " | 2/month | 24 hr. comp. | |

* See Other Requirements - Part C

Footnotes: 1. Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from treatment facility.

LAT: 39°59'19"
 LONG: 76°43'27"

Appendix A-5.2 (ScottMadden)

PAGE
0451

1. Effluent Limitations and Monitoring Requirements for Outfall 002.
- A. The permittee is authorized to discharge during the period beginning 3/31/87 and lasting through 3/31/92 million gallons per day.
- B. The average monthly flow of effluent discharged from the wastewater treatment facility shall not exceed 26.0 million gallons per day.
- C. The quality of effluent shall be limited at all times as specified in Footnote (3) and as follows:

DISCHARGE LIMITATIONS

MONITORING REQUIREMENTS

LAT: 39°59'19"
LONG: 76°43'27"

| Discharge Parameter | Mass Units (lbs/day) | | | Concentrations (mg/l) | | | | | Measurement Frequency | Sample Type | 24 hr. Report Under A.I.D. |
|----------------------------|----------------------|----------------|---------------|-----------------------|----------------|---------------|---------------|-----|-----------------------|--------------|----------------------------|
| | Average Monthly | Average Weekly | Maximum Daily | Average Monthly | Average Weekly | Maximum Daily | Inst. Maximum | | | | |
| 1. pH | XXX | XXX | XXX | XXX | XXX | XXX | XXX | XXX | Continuous | Measured | |
| 5-day CBOD (11/1 to 10/31) | 2385 | 3578 | | 11 | 16.5 | | 22 | 22 | Daily | 24 hr. comp. | |
| 5-day CBOD (11/1 to 4/30) | 4770 | 7156 | | 22 | 33 | | 44 | 44 | Daily | 24 hr. comp. | |
| Total Suspended Solids | 6505 | 9758 | | 30 | 45 | | 60 | 60 | Daily | 24 hr. comp. | |
| NH3N (5/1 to 10/31) | 434 | 650 | | 2 | 3 | | 5 | 5 | Daily | 24 hr. comp. | |
| NH3N (11/1 to 4/30) | 1301 | 1952 | | 6 | 9 | | 15 | 15 | Daily | 24 hr. comp. | |
| Total Phosphorus as P | 434 | 650 | | 2 | 3 | | 4 | 4 | Daily | 24 hr. comp. | |
| Dissolved Oxygen (Minimum) | | | | 6 mg/l at all times | | | | | Daily | Grab | |
| Barium, Total * | | | | Shall be monitored | | | | | 2/month | 24 hr. comp. | |
| Cadmium, Total * | | | | - | - | - | - | - | 2/month | 24 hr. comp. | |

* See Other Requirements - Part C

pH - within limits of 6.0 to 9.0 standard units at all times - by daily grab sample.

Fecal Coliform - Oct. 1 thru April 30 - 2,000/100 ml as a geometric average - daily by grab sample.

May 1 thru Sept. 30 - See Footnote (2) - daily by grab sample.

Footnotes: 1. Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from treatment facility.

(Footnotes Continued)

2. Effective disinfection to control disease producing organisms during the swimming season (May 1 through September 30) shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of fecal coliform organisms as a geometric average value, nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.
3. In no case shall the arithmetic means of the effluent values of the biochemical oxygen demand (five days) and suspended solids discharged during a period of 30 consecutive days exceed 15 percent of respective arithmetic means of the influent values for those parameters during the same time period, except as specifically authorized by the permitting authority.

D. Definitions

1. The term "bypass" means the discharge of partially treated or untreated sewage from any device or structure of sewerage facilities due to a power failure, equipment failure, hydraulic overload, and/or blockage in all or any part of the sewerage facilities. This is to distinguish it from an overflow which is the systematic discharge of a mixture of partially treated or untreated sewage and stormwater from any device or structure of combined sewerage facilities which is in excess of the downstream hydraulic carrying capacity of those facilities.
2. The term "severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
3. The "average monthly flow" means the arithmetic mean of daily flow measurements taken during a calendar month.
4. The "average monthly" mass discharge means the total discharge by weight during a calendar month divided by the number of days in the month that the facility was operating. Where less than daily sampling is required by this permit, the (average) monthly mass discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.
5. The "average weekly" mass discharge means the total discharge by weight during a calendar week divided by the number of days in the week that the facility was operating. Where less than daily sampling is required by this permit, the (average) weekly mass discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar week when the measurements were made.

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PART A

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6. The "maximum daily" mass discharge means the total discharge by weight during any calendar day.
7. The "average monthly" effluent concentration means the arithmetic average of all the daily determinations of concentration made during a calendar month.
8. The "average weekly" effluent concentration means the arithmetic average of all the daily determinations of concentration made during a calendar week.
9. The "maximum daily" effluent concentration means the daily determination of concentration for any calendar day.
10. The "instantaneous maximum" concentration means the concentration not to be exceeded at any time in any grab sample.
11. The "daily determination of concentration" means the concentration of a composite sample taken during a calendar day or the arithmetic average of all grab samples taken during a calendar day.
12. The term "composite sample" means a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall not exceed two hours.
13. The term "grab sample" means an individual sample collected in less than 15 minutes.
14. The term "measured flow" means any method of liquid volume measurement the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
15. The term "estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.
16. The term "Industrial User" means an establishment which discharges or introduces industrial wastes into a Publicly Owned Treatment Works (POTW).
17. The term "Publicly Owned Treatment Works" or "POTW" means a facility as defined by Section 212 of the Clean Water Act which is owned by a State or Municipality, as defined by Section 502(4) of the Clean Water Act, including any sewers that convey wastewater to such a treatment works, but not including pipes, sewers or other conveyances not connected to a facility providing treatment. The term also means the municipality as defined in Section 502(4) of the Clean Water Act which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

II. MONITORING AND REPORTING

A. Representative Sampling and Test Procedures

1. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.
2. Unless otherwise specified in this permit, the test procedures for analysis of pollutants shall be those contained in 40 CFR Part 136, or alternate test procedures approved pursuant to that part.

B. Self-Monitoring and Reporting Requirements

The permittee shall effectively monitor the operation and efficiency of all treatment and control facilities and the quantity and quality of the discharge. Monitoring data required by this permit shall be submitted monthly.

A Discharge Monitoring Report (DMR) properly completed and signed by the treatment plant operator in responsible charge, must be submitted within 28 days after the end of each monthly report period. Notification of the designation of the responsible operator must be submitted to the permitting agency by the permittee within 60 days after the effective date of the permit and from time to time thereafter as the operator is replaced. The DMR must be sent to the Department and the EPA Regional Office at the following addresses:

DEPT. OF ENVIRONMENTAL RESOURCES
 HARRISBURG REGION
 ONE ARARAT BOULEVARD
 HARRISBURG, PENNSYLVANIA 17110

Pennsylvania Section 3EN22
 Permits Enforcement Branch
 Enforcement Division
 U. S. Environmental Protection Agency
 Region III
 841 Chestnut Building
 Philadelphia, PA 19107

- C. If the permittee monitors any pollutant, using analytical methods described in Part A.2.A(2) above, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR.

D. Non-Compliance Reporting

1. 24-Hour Reporting:

The permittee shall orally report to the Department within 24 hours of becoming aware of the following:

- (a) Actual or anticipated non-compliance with any term or condition of this permit which may endanger health or the environment.
- (b) Actual or anticipated non-compliance with any "maximum daily" discharge limitation which is identified in Part A1 of this permit as being either:

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PART A

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- (i) A toxic pollutant effluent standard established by EPA pursuant to Section 307(a) of the Clean Water Act, or
 - (ii) A toxic or hazardous pollutant which, if not adequately treated, could constitute a threat to human health, welfare, or the environment,
 - (iii) Any pollutant identified as the method to control a toxic pollutant or hazardous substance (i.e., indicator pollutant).
- (c) Any unanticipated bypass which exceeds any effluent limitations in the permit.
- (d) Where the permittee orally reports this information within the above mentioned 24 hour time period, a written submission outlining the above information must be submitted to the Department within 5 days of becoming aware of such a condition, unless this requirement is waived by the Department upon receipt of the oral report.
2. Other Non-Compliance Reporting.
- (a) The permittee shall give advance notice to the Department of any planned changes to the permitted activity or facility which may result in non-compliance with permit requirements.
 - (b) Where the permittee knows in advance of the need for a bypass which will exceed effluent limitations it shall submit prior notice to the Department at least 10 days, if possible, before date of the bypass.
 - (c) The permittee shall report all instances of non-compliance which are not reported above at the time of DMR submission.
3. The reports and notifications required above shall contain the following information:
- (a) A description of the discharge and cause of non-compliance;
 - (b) The period of non-compliance, including exact date and times and/or the anticipated time when the discharge will return to compliance; and
 - (c) Steps being taken to reduce, eliminate, and prevent recurrence of the non-complying discharge.

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PART A

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E. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

1. The exact place, date, and time of sampling or measurement.
2. The person(s) who performed the sampling or measurement.
3. The dates the analyses were performed.
4. The person(s) who performed the analyses.
5. The analytical techniques or methods used.
6. The results of such analyses.

F. Records Retention

All records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for three (3) years. The three year period shall be extended as requested by the Department or the EPA Regional Administrator.

State of Pennsylvania, }
County of York, }

Recorded in Record Book 951 Page 455
the 20th day of April 1987 A.D.

John C. N...
Recorder of Deeds



III. SCHEDULE OF COMPLIANCE

The permittee shall achieve compliance with final effluent limitations or terminate this discharge in accordance with the following schedule:

- A. Feasibility study completion N/A
- B. Final plan completion _____
- C. Start construction _____
- D. Construction progress report(s) _____
- E. End construction _____
- F. Compliance with effluent limitations _____
- G. Terminate discharge _____

No later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit to the Department a written notice of compliance or non-compliance with the specific schedule requirement(s). Each notice of non-compliance shall include the following information:

- A. A short description of the noncompliance.
- B. A description of any actions taken or proposed by the permittee to comply with the elapsed schedule requirement.
- C. A description of any factors which tend to explain or mitigate the noncompliance.
- D. An estimate of the date that compliance with the elapsed schedule requirement will be achieved and an assessment of the probability that the next scheduled requirement will be met on time.

I. MANAGEMENT REQUIREMENTS

A. Publicly Owned Treatment Works (POTW)

1. Where the permittee is a Publicly Owned Treatment Works (POTW), the permittee shall provide adequate notice as discussed in A(2) below to the Department of the following:
 - (a) Any new introduction of pollutants into the POTW from an Industrial User which would be subject to Sections 301 and 308 of the Clean Water Act if it were otherwise discharging directly into waters of the United States.
 - (b) Any substantial change in the volume or character of pollutants being introduced into the POTW by an Industrial User which was discharging into the POTW at the time of issuance of this permit.
 - (c) Any change in the quality and quantity of effluent introduced into the POTW.
 - (d) The identity of significant Industrial Users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also identify the character and volume of pollutants discharged into the POTW by the Industrial User.
2. The submission of the above information in the POTW's annual Wasteload Management Report, required under the provisions of 25 Pa. Code Chapter 94, will normally be considered as providing adequate notice to the Department. However, if the above changes in industrial pollutant loadings to the POTW are significant enough to warrant either modification or revocation and reissuance of this permit, then the permittee is required to meet the provisions of Management Requirements B below.
3. The POTW shall require all Industrial Users to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and any regulations adopted thereunder, and the Clean Streams Law and any regulations adopted thereunder.
4. This permit shall be modified, or alternatively, revoked and reissued, to incorporate an approved POTW pretreatment program or a compliance schedule for the development of such program as required under Section 402(b)(8) of the Clean Water Act and regulations adopted thereunder or under the Department's approved pretreatment program.

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PART B

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B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term for any of the causes specified in 25 Pennsylvania Code, Chapter 92.
2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or a notification of planned changes or anticipated non-compliance does not stay any permit condition.
3. Notwithstanding the above, if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for toxic pollutant which is present in the discharge authorized herein and such standard or prohibition is more stringent than any limitation upon such pollutant in this permit, this permit shall be modified or revoked and reissued in accordance with the toxic effluent standard or prohibition and the permittee shall be so notified.

In the absence of a Departmental action to modify or to revoke and reissue this permit, any toxic effluent standard or prohibition established under Section 307(a) of the Act is considered to be effective and enforceable against the permittee.

C. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania Clean Streams Law and 25 Pennsylvania Code, Chapter 92, the permittee shall allow the head of the Department, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

1. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit.
2. To have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit and other documents as may be required by law.
3. To inspect at reasonable times any monitoring equipment or monitoring method required in this permit.
4. To inspect any collection, treatment, pollution management, or discharge facilities required under the permit.
5. To sample any substances or parameters at any location.

D. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges; nor does it authorize any injury to private property or any invasion of personal rights.

E. Duty to Provide Information

1. The permittee shall furnish to the Department within a reasonable time, any information which the Department may request to determine whether cause exists for modifying revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
2. The permittee shall furnish to the Department, upon request, copies of records required to be kept by this permit.
3. Planned changes: The permittee shall give advance notice to the Department of any physical alterations or additions to the permitted facility.
4. Other Information: Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information to the Department.

F. Confidentiality

Except for data determined to be confidential under 25 Pennsylvania Code, Chapter 92, all required reports shall be available for public inspection at the offices of the Department and the EPA Regional Administrator. Effluent data shall not be considered confidential.

G. Facility Operation and Quality Control

The permittee shall at all times maintain in good working order and properly operate all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee for water pollution control and abatement to achieve compliance with the terms and conditions of the permit. Proper operation and maintenance includes but is not limited to effective performance based on designed facility removals, adequate funding, effective management, adequate operator staffing and training, and adequate laboratory and processing controls including appropriate quality assurance procedures. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with this permit.

H. Bypassing

1. Bypassing Not Exceeding Permit Limitations: The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if the bypass is for essential maintenance to assure efficient operation. This type of bypassing is not subject to the reporting and notification requirements of Part A.2.D above.

2. In all other situations, bypassing is prohibited unless the following conditions are met:
 - (a) A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage";
 - (b) There are no feasible alternatives to a bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment down-time; (This condition is not satisfied if the permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance.); and
 - (c) The permittee submitted the necessary reports required under Part A.2.D. above.
3. The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the conditions listed under Part B.I.2. above.

I. Adverse Impact

Permittee shall take all reasonable steps to minimize any adverse impact on the environment resulting from noncompliance with this permit.

J. Solids Disposal

Collected screenings, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those waters (or runoff from the wastes) into waters of the Commonwealth.

K. Penalties and Liability

1. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.
2. Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for non-compliance pursuant to Section 309 of the Clean Water Act or Sections 602 or 605 of the Clean Streams Law.

L. Transfer of Ownership or Control

1. No permit may be transferred unless approved by the Department.
2. In the event of any pending change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the Department by letter of such pending change at least thirty days prior to the change in ownership or control.

3. The letter shall be accompanied by the appropriate Department forms for transfer of the permit and a written agreement between the existing permittee and the new owner or controller stating that the existing date of permit transfer and that the new owner or controller shall be liable for permit violations from that date on.
4. After receipt of the documentation above, the Department shall notify the existing permittee and the new owner or controller of its decision concerning approval of the transfer. In approving a transfer the Department may modify or revoke and reissue the permit.
5. In the event the Department does not approve transfer of the permit, the new owner or controller must submit a new permit application.

M. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

N. Other Laws

Nothing herein contained shall be construed to be an intent on the part of the Department to approve any act made or to be made by the permittee inconsistent with the permittee's lawful powers or with existing laws of the Commonwealth regulating sewerage discharge and the practice of professional engineering, nor shall this permit be construed to sanction any act otherwise forbidden by federal or state law or regulation, or by local ordinance. Nor does it pre-empt any duty to obtain State or local assent required by law for the discharge(s).

Appendix A-5.2 (ScottMadden)

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PART C

I. OTHER REQUIREMENTS

- A. No storm water from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers associated with the herein approved discharge.
- B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.
- C. If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory or the sewerage facilities shall have created public nuisance, then upon notice by the Department the right herein granted to discharge such effluent shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory for discharge into the said receiving body of water.

D. Existing Department Permits:

Effluent limitations, monitoring requirements, and other standard and special conditions which relate to the discharge(s) of pollutants authorized by this permit and which are contained in Water Quality Management Permit(s)

No. 561S11 issued May 23, 1961 and amended August 2, 1968

No. 6772410 issued December 29, 1972

No. 6785418 issued August 26, 1986

are superseded by the terms and conditions of this permit, unless specifically noted otherwise herein.

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PART C

OTHER REQUIREMENTS

E. Water Quality-Based Effluent Limitations and Other Requirements for Management of Toxic Pollutantsa. Water Quality-Based Effluent Limitations

In addition to the effluent limitations shown in Part A of this permit, the Permittee is expected to achieve the water quality-based effluent limitations shown below.

No final date for compliance with these limitations is shown. The Department will modify this permit to establish a final compliance date, if necessary, upon the submittal by the Permittee and review by the Department of an acceptable Toxics Reduction Evaluation (TRE), or the failure of the Permittee to submit an acceptable TRE under the schedule established under Sub-section b. below. The Permittee must submit the following requests, along with supporting documentation, to the Department at the time of submission of the TRE.

1. A request for modification of water quality-based effluent limitations shown below; and or,
2. A request for modification of time to achieve the water quality-based effluent limitations shown below; and/or,
3. A request for alternative bioassay-based effluent limitations.

For purposes of compliance, effluent limitations listed in Part A of this permit apply unless changed by order, permit modification, or other Department action.

Submittal by the Permittee of a TRE shall not be deemed to affect the appeal rights of the Permittee of final water quality-based effluent limitations upon action of the Department to make the limitations effective.

Outfall 002

| <u>Parameter (mg/l)</u> | <u>Average Monthly</u> | <u>Instantaneous Maximum</u> |
|--|--|------------------------------|
| Boron (total) | 0.9 | 1.8 |
| Cadmium (total) | 0.002 | 0.004 |
| Copper (total) | 0.1 | 0.2 |
| Iron (total) | 1.8 | 3.6 |
| Mercury (total) | Not detectable using EPA Method 245 or an approved method of equal sensitivity | |
| Tin (total) | 0.004 | 0.008 |
| Zinc (total) | 0.095 | 0.19 |
| Bis (2 ethyl hexyl) Phthalate | 0.005 | 0.01 |
| Tetrachloroethylene | 0.01 | 0.02 |
| Chloroform | 0.003 | 0.006 |
| Total Phenols | 0.15 | 0.3 |
| Phenol, 2-nitrophenol and 2-chlorophenol | 0.009 | 0.018 |

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PART C

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OTHER REQUIREMENTS

b. Toxics Reduction Evaluation (TRE)

In order to (1) verify the actual extent of the toxic pollutants associated with the wastewater, (2) determine sources of these toxic pollutants, and (3) recommend control and/or treatment technologies to reduce or eliminate these toxic pollutants, the Permittee is directed to carry out a TRE in accordance with guidelines developed by the Department.

The Permittee shall submit three (3) copies of the completed TRE to the Department for review in accordance with the following schedule:

| <u>Step</u> | <u>Completion Date</u> |
|----------------|------------------------|
| Start Study | April 1, 1987 |
| Complete Study | May 1, 1988 |

c. Modification of Permit to Incorporate Water Quality-Based Effluent Limitations for Toxic Pollutants

Upon approval of the TRE and any additional submittals for the above toxic pollutants of concern, the Department will modify Part A of this permit to reflect the effluent limitations, monitoring requirements, and other conditions necessary for compliance with water quality standards.

A permit modification may include a schedule of compliance. Any such permit modification will be conducted in accordance with applicable permit modification procedures, which include development of draft and final permits and associated public notification requirements.

d. Procedures for Grants Extensions of Time to Achieve Water Quality-Based Effluent Limitations

At the request of the Permittee in conjunction with modifying the permit to incorporate water quality-based effluent limitations under Subsection c. above, the Department may grant an extension of time to achieve the water quality-based effluent limitations shown in Subsection a. above, provided the Permittee meets all of the eligibility requirements contained in Section 95.4 of the Department's Rules and Regulations.

Requests for Section 95.4 time extensions, including all documentation required to support such a request, must be submitted to the Department along with the Permittee's TRE as required under Subsection b. above.

Appendix A-5.2 (ScottMadden)

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Part C

OTHER REQUIREMENTS

e. Procedures for Demonstration of Alternative Site-Specific Bioassay-Based Effluent Limitations

Where the water quality-based effluent limitations listed in Sub-section a. above have been developed by the Department for protection of fish and aquatic life, the Permittee may request an opportunity to demonstrate alternative, site-specific, bioassay-based "safe concentration values" for the pollutants in question.

The final water quality-based effluent limitations in Sub-section a. are based on protection of fish and aquatic life for the following pollutants: Boron, total; Cadmium, total; Copper, total; Mercury, total; Tin, total; Zinc, total; Bis (2 ethyl hexyl) Phthalate; and Total Phenols.

The procedures for carrying out such demonstrations shall be approved in writing by the Department, and shall be conducted in accordance with the requirements of Sections 93.8(d)(e) of the Department's Rules and Regulations.

Requests for alternative, site-specific, bioassay-based effluent limitations, including all documentation required to support such a request, must be submitted to the Department along with the Permittee's TRE as required under Sub-section b. above.

Where the demonstration results in more stringent limitations than those established by the Department in Sub-section a. above, the more stringent limitations will apply. Any less stringent limitations which are approved by the Department shall not violate applicable criteria for the protection of human health. This procedure does not apply to those parameters for which specific numeric criteria are listed in Section 93.7, Table 3 of the Department's Rules and Regulations.

f. Procedures for Demonstrating Alternative Method Detection Limits

Where necessary, the Permittee may request an opportunity to demonstrate alternative facility specific MDL's to account for interfering factors associated with the wastewater in question.

The procedures for determining MDL's, published as Appendix B in 49 FR 43430, October 26, 1984, must be followed and complete documentation provided.

Requests for alternative, facility-specific, MDL's including all documentation required to support such a request, must be submitted to the Department. The Department, upon evaluation of the documentation submitted, may grant a facility-specific MDL to define not detectable for permitting limit and compliance monitoring purposes.

Appendix A-5.2 (ScottMadden)

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NPDES Permit Conditions Pretreatment Reporting Requirements

- A. The permittee shall operate an Industrial Pretreatment Program in accordance with Section 402(b)(8) of the Clean Water Act and the General Pretreatment Regulations (40 CFR Part 403). The program shall also be implemented in accordance with the approved POTW pretreatment program submitted by the permittee.
- B. The permittee shall submit to EPA and DER an annual report that describes the permittee's program activities over the previous 12 months. The permittee must also report on the pretreatment program activities of all participating agencies, if more than one jurisdiction is involved in the local program.
- C. The report shall be incorporated into and submitted with the permittee's Annual Municipal Wasteload Management Report required by DER's Chapter 94 Rules and Regulations. The report shall include the following:
 1. Compliance with Categorical and Local Standards - A summary of the compliance status for those industries affected by final Categorical Pretreatment Standards.
 2. Review of Industrial Compliance - Information on the number and type of major violations of pretreatment regulations, and the actions taken or planned by the POTW to obtain compliance.
 3. Summary of Industrial User Inspections - A summary of the number and type of industrial user inspections by the POTW.
 4. Summary of POTW Operations - Any interference, upset, or permit violations experienced at the POTW directly attributable to industrial users, and actions taken to alleviate said events. Sampling and analysis of POTW influent, effluent, and sludge for toxic and incompatible pollutants shall also be included.
 5. Pretreatment Program Changes - A description of any significant changes in operating the program from the original submission, including staffing and funding. An updated industrial survey shall be included, as appropriate.
 6. Other Miscellaneous Pretreatment Developments - POTW facility changes, problems or improvements regarding sludge, water quality, data management, or any special concerns.
- D. EPA and DER retain the right to require the POTW to institute changes to its local pretreatment program:
 1. If the program is not implemented in a way satisfying the requirements of 40 CFR 403;
 2. If problems such as interference, pass through, or sludge contamination develop or continue.
 3. If other Federal, State or local requirements (i.e., water quality standards) change.

Appendix A-5.2 (ScottMadden)

DPR SUPPLEMENTAL FORM

BOOK

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0951

0474

York City Sewer Authority
42 East King Street
York, PA 17405

Manchester Township
York County

Outfall 002 PA 0026263

Reporting Period _____

| Date | Total Flow (MGD) | Influent | | Effluent | | | | | | | Rainfall (inches) | |
|------|------------------|-------------------------|-------------|-------------------------|-------------------------|-------------------|----------|---------------------------|-------------------------------|----|-------------------|--|
| | | BOD ₅ (mg/l) | S.S. (mg/l) | BOD ₅ (mg/l) | Suspended Solids (mg/l) | Fecals per 100 ml | P (mg/l) | NH ₃ -N (mg/l) | Cl ₂ Resid. (mg/l) | pH | | |
| 1 | | | | | | | | | | | | |
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| 31 | | | | | | | | | | | | |

PROBLEMS OR COMMENTS — ATTACH SEPARATE SHEET

LB/DAY = MG/L X MGD X 8.33

Signature

Appendix A-5.2 (ScottMadden)

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PUBLIC NOTICE OF PERMIT ISSUANCE 0951 0475

Permit for National Pollutant Discharge Elimination System (NPDES) to Discharge to State Waters

Harrisburg Regional Office: Regional Water Quality Manager, One Ararat Boulevard, Harrisburg, PA, 17110, Telephone: (717) 657-4585.

Notice is hereby given that the Pennsylvania Department of Environmental Resources, after public notice and final determination of effluent limitations, has on **MAR 31 1987** issued a National Pollutant Discharge Elimination System Permit to:

Permit No. PA 0026263

Permittee: York City Sewer Authority
42 East King Street
York, PA 17405

Receiving Stream: Codorus Creek

Interim effluent limits and a schedule to bring the treatment facility into compliance with the final limits are currently being negotiated.

Final effluent limits at a design flow of 26 MGD are as follows:

| <u>Parameters</u> | <u>Average Monthly (mg/l)</u> | <u>Instantaneous Maximum (mg/l)</u> |
|--------------------------------------|-------------------------------------|-------------------------------------|
| 5-day CBOD (5-1 to 10-31) | 11 | 22 |
| (11-1 to 4-30) | 22 | 44 |
| Suspended Solids | 30 | 60 |
| NH ₃ -N (5-1 to 10-31) | 2.0 | 5.0 |
| (11-1 to 4-30) | 6.0 | 15 |
| Total Phosphorus as (P) | 2.0 | 4.0 |
| Dissolved Oxygen | Minimum of 6.0 at all times | |
| pH | 6.0 to 9.0 | |
| Fecal Coliforms (5-1 to 9-30) | 200/100 ml as a geometric average | |
| (10-1 to 4-30) | 2,000/100 ml as a geometric average | |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

PA 0026263

| <u>Parameter</u> | <u>Average Monthly (mg/l)</u> | <u>Instantaneous Maximum (mg/l)</u> |
|---|---------------------------------------|---|
| Boron (total) | Shall be monitored | |
| Cadmium (total) | " | " |
| Copper (total) | " | " |
| Iron (total) | " | " |
| Mercury (total) | " | " |
| Tin (total) | " | " |
| Zinc (total) | " | " |
| Bis (2 ethyl hexyl) Phthalate | " | " |
| Tetrachloroethylene | " | " |
| Chloroform | " | " |
| Total Phenols | " | " |
| Phenol, 2-nitrophenol and 2-chlorophenol | " | " |

Reason for changes:

1. A change in Department policy and a reevaluation of York City's discharge to Codorus Creek with an increased minimum dissolved oxygen limit of 6 mg/l resulted in the change from a 5-day BOD limit to a slightly higher CBOD limit.
2. The project to upgrade the 26 mgd York City sewage treatment plant makes provision for only one outfall as opposed to the current two outfalls, 001 and 002, of 18 mgd and 8 mgd, respectively. Therefore, the final limits are established for one discharge point — 002.
3. Chlorine residual was excluded from the final permit limits since the upgrade project will change the method of disinfection from chlorine to ultraviolet radiation.
4. The toxics in this permit were reevaluated based on a revision to the Toxics Strategy. As a result, nickel was eliminated from the permit and the TRE limit for mercury was changed from a numerical value to "not detectable using EPA Method 245 or an approval method of equal sensitivity."

Appendix A-5.2 (ScottMadden)

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0951 0477

Procedures for the Formulation of Final Determinations

On the basis of preliminary review and application of lawful standards and regulations, the Pennsylvania Department of Environmental Resources proposes to issue a permit to discharge, subject to certain effluent limitations and special conditions. These proposed determinations are tentative.

Where indicated, the EPA, Region III, Regional Administrator has waived his right to review or object to this proposed permit action pursuant to the waiver provision 40 C.F.R. §124.46.

Persons wishing to comment on the proposed permit are invited to submit a statement to the Regional Office indicated above as the office responsible, within 30 days from the date of this public notice. All comments received within this 30-day period will be considered in the formulation of final determinations regarding this application. All responses should include the name, address, and telephone number of the writer and a concise statement to inform the Regional Office of the exact basis of any comment and the relevant facts upon which it is based. A public hearing may be held if the Regional Office considers the public response significant.

Following the 30-day comment period the Regional Water Quality Manager will make a final determination regarding the proposed permit. Notice of this determination will be published in the Pennsylvania Bulletin at which time this determination may be appealed to the Environmental Hearing Board.

The application, and related documents, proposed effluent limitations and special conditions, comments received, and other information are on file and may be inspected and arrangements made for copying, at the Regional Office that has been indicated above.

Appendix A-5.2 (ScottMadden)

BOOK PAGE

PUBLIC NOTICE OF PERMIT ISSUANCE 0951 0478

Permit for National Pollutant Discharge Elimination System (NPDES) to Discharge to State Waters

Harrisburg Regional Office: Regional Water Quality Manager, One Ararat Boulevard, Harrisburg, PA, 17110, Telephone: (717) 657-4585.

Notice is hereby given that the Pennsylvania Department of Environmental Resources, after public notice and final determination of effluent limitations, has on ^{MAR 31 1987} issued a National Pollutant Discharge Elimination System Permit to:

Permit No. PA 0026263

Permittee: York City Sewer Authority
42 East King Street
York, PA 17405

Receiving Stream: Codorus Creek

Interim effluent limits and a schedule to bring the treatment facility into compliance with the final limits are currently being negotiated.

Final effluent limits at a design flow of 26 MGD are as follows:

| Parameters | Average Monthly (mg/l) | Instantaneous Maximum (mg/l) |
|--|--|------------------------------|
| 5-day CBOD (5-1 to 10-31) (11-1 to 4-30) | 11 22 | 22 44 |
| Suspended Solids | 30 | 60 |
| NH ₃ -N (5-1 to 10-31) (11-1 to 4-30) | 2.0 6.0 | 5.0 15 |
| Total Phosphorus as (P) | 2.0 | 4.0 |
| Dissolved Oxygen | Minimum of 6.0 at all times | |
| pH | 6.0 to 9.0 | |
| Fecal Coliforms (5-1 to 9-30) (10-1 to 4-30) | 200/100 ml as a geometric average 2,000/100 ml as a geometric average | |

Appendix A-5.2 (ScottMadden)

York City Sewer Authority

PA 0026263

| <u>Parameter</u> | <u>Average Monthly (mg/l)</u> | <u>Instantaneous Maximum (mg/l)</u> |
|---|---------------------------------------|---|
| Boron (total) | Shall be monitored | |
| Cadmium (total) | " | " |
| Copper (total) | " | " |
| Iron (total) | " | " |
| Mercury (total) | " | " |
| Tin (total) | " | " |
| Zinc (total) | " | " |
| Bis (2 ethyl hexyl) Phthalate | " | " |
| Tetrachloroethylene | " | " |
| Chloroform | " | " |
| Total Phenols | " | " |
| Phenol, 2-nitrophenol and 2-chlorophenol | " | " |

Reason for changes:

1. A change in Department policy and a reevaluation of York City's discharge to Codorus Creek with an increased minimum dissolved oxygen limit of 6 mg/l resulted in the change from a 5-day BOD limit to a slightly higher CBOD limit.
2. The project to upgrade the 26 mgd York City sewage treatment plant makes provision for only one outfall as opposed to the current two outfalls, 001 and 002, of 18 mgd and 8 mgd, respectively. Therefore, the final limits are established for one discharge point — 002.
3. Chlorine residual was excluded from the final permit limits since the upgrade project will change the method of disinfection from chlorine to ultraviolet radiation.
4. The toxics in this permit were reevaluated based on a revision to the Toxics Strategy. As a result, nickel was eliminated from the permit and the TRE limit for mercury was changed from a numerical value to "not detectable using EPA Method 245 or an approval method of equal sensitivity."

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0951 0480

Procedures for the Formulation of Final Determinations

On the basis of preliminary review and application of lawful standards and regulations, the Pennsylvania Department of Environmental Resources proposes to issue a permit to discharge, subject to certain effluent limitations and special conditions. These proposed determinations are tentative.

Where indicated, the EPA, Region III, Regional Administrator has waived his right to review or object to this proposed permit action pursuant to the waiver provision 40 C.F.R. §124.46.

Persons wishing to comment on the proposed permit are invited to submit a statement to the Regional Office indicated above as the office responsible, within 30 days from the date of this public notice. All comments received within this 30-day period will be considered in the formulation of final determinations regarding this application. All responses should include the name, address, and telephone number of the writer and a concise statement to inform the Regional Office of the exact basis of any comment and the relevant facts upon which it is based. A public hearing may be held if the Regional Office considers the public response significant.

Following the 30-day comment period the Regional Water Quality Manager will make a final determination regarding the proposed permit. Notice of this determination will be published in the Pennsylvania Bulletin at which time this determination may be appealed to the Environmental Hearing Board.

The application, and related documents, proposed effluent limitations and special conditions, comments received, and other information are on file and may be inspected and arrangements made for copying, at the Regional Office that has been indicated above.

Appendix A-5.2 (ScottMadden)

Water Quality Management Part I Permit No. PA 0026263
York City Sewer Authority
42 East King Street
York, PA 17405

BOOK PAGE
0951 0481

ER-SWQ-88: Rev. 4/73

STATE OF PENNSYLVANIA

COUNTY OF DAUPHIN

Manchester Township
York County
} SS *Leon M. Oberdick*
Leon M. Oberdick
Regional Water Quality Manager

On the 31st day of March in the year one thousand
nine hundred and eighty-seven before me, the Subscriber, a Notary
Public, came the above named

Leon M. Oberdick, Regional Water Quality Manager
and duly acknowledged the foregoing permit to be his act and deed and desired
that the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Gloria J. Unger
NOTARY PUBLIC

GLORIA J. UNGER, Notary Public
East Hanover Twp., Dauphin Co., Pa.
My Commission Expires August 21, 1989

Mail to: York City Sewer Authority
% D. Bupp
42 E King St
York PA 17401

Appendix A-5.2 (ScottMadden)

3/55 ✓
Sewer Permit

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES 0201 1094
BUREAU OF WATER QUALITY MANAGEMENT

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM SEWAGE PERMIT NO. PA 0026263

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et seq.,

York City Sewer Authority
17 East Market Street
York, PA 17404

is hereby authorized to discharge from a facility located in

Manchester Township
York County

to the receiving waters named

Codorus Creek

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

This permit and the authorization to discharge shall expire at midnight July 5, 1996.

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the standard or special conditions, and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with any of the terms or conditions of this permit is grounds for enforcement action; for permit termination, revocation and reissuance or modification; or for denial of a permit renewal application.
3. It is required by law that this permit, before becoming operative, shall be recorded in the Office of the Recorder of Deeds for the county wherein the outlet of said sewer system is located.
4. Application for renewal of this permit, or notification of intent to cease discharging by the expiration date, must be submitted to the Department at least 180 days prior to the above expiration date (unless permission has been granted by the Department Form. In the event that a timely and complete application for renewal has been submitted and the Department is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit will be automatically continued and will remain fully effective and enforceable pending the grant or denial of the application for permit renewal.
5. This permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

PERMIT ISSUED
DATE JUL 05 1994

BY [Signature]
TITLE Regional Water Quality Manager

11 3 4 15 2
0 2 1 5 0

Appendix A-5.2 (ScottMadden)

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1. FINAL Effluent Limitations and Monitoring Requirements for Outfall 002 JUL 05 1991 and lasting through July 5, 1996.
 A. The permittee is authorized to discharge during the period beginning JUL 05 1991 and lasting through July 5, 1996.
 B. The average monthly flow of effluent discharged from the wastewater treatment facility shall not exceed 28 million gallons per day.
 C. The quality of effluent shall be limited at all times as specified in footnote (3) and as follows:

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LAT: 39°59.19'
 LONG: 76°33.27'

| Discharge Parameter | DISCHARGE LIMITATIONS | | | Concentrations (mg/l) | | | MONITORING REQUIREMENTS | | | |
|----------------------------------|-----------------------|-----------------|----------------|-----------------------|----------------|---------------|-------------------------|-----------------------|-------------|----------------------------|
| | Flow (MGD) | Average Monthly | Average Weekly | Average Monthly | Average Weekly | Maximum Daily | Inst. Maximum | Measurement Frequency | Sample Type | 24 Hr. Report Under A.I.D. |
| 5-DAY CBOD (5/1 - 10/31) | | 3252 | 4879 | 15 | 22.5 | | 30 | continuous | measured | |
| 5-DAY CBOD (11/1 - 4/30) | | 5421 | 8673 | 25 | 40 | | 50 | daily | 24-hr comp. | |
| TOTAL SUSPENDED SOLIDS | | 6505 | 9758 | 30 | 45 | | 60 | daily | 24-hr comp. | |
| DISSOLVED OXYGEN (MINIMUM) | | | | 5.0 mg/l at all times | | | | | | |
| PHOSPHORUS AS P | | 434 | 650 | 2.0 | 3.0 | | 4.0 | daily | 24-hr comp. | |
| NH ₃ -N (5/1 - 10/31) | | 369 | 564 | 1.7 | 2.6 | | 3.5 | daily | 24-hr comp. | |
| NH ₃ -N (11/1 - 4/30) | | 1127 | 1713 | 5.2 | 7.9 | | 10.5 | daily | 24-hr comp. | |

pH - within limits of 6.0 to 9.0 Standard Units at all times by daily grab sample.

Fecal Coliform - Oct. 1 thru April 30 - 2,000/100 ml as a geometric average - daily by grab
 May 1 thru Sept. 30 - See footnote (2) - daily by grab

Footnotes: 1. Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): At discharge from treatment facility.

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Sewerage Permit No. PA 0026263

Treatment Facilities Bypasses

Point Source 001 (listed below) at the treatment facility serves as an emergency Train 2 discharge point necessitated by a power failure, equipment failure, periodic stormwater pump test, and mechanical repair and/or hydraulic overload in all or any part of the treatment facilities and is permitted to discharge only for such reasons. There are at this time no specific effluent limitations on this discharge. Each discharge event shall be monitored for cause, frequency, duration, and quantity of flow. This data shall be reported quarterly as an attachment to the Discharge Monitoring Report Form. The permit issuing authority may require a plan of action to eliminate the discharge at some future date.

In addition, Point Source 001 serves as a discharge point for periodic stormwater pump tests using Train 2 effluent. The effluent limitations specified for outfall 002 shall apply for these events.

| <u>Point Source</u> | <u>Coordinates</u> | <u>Description</u> |
|---------------------|------------------------------|---|
| 001 | Lat-39°59'19" Long-76°43'27" | Unfiltered effluent from treatment train 2 during bypasses or treated effluent during stormwater pump tests |

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(Footnotes Continued)

2. Effective disinfection to control disease producing organisms during the swimming season (May 1 through September 30) shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of fecal coliform organisms as a geometric average value, nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.
3. In no case shall the arithmetic means of the effluent values of the biochemical oxygen demand (five days) and suspended solids discharged during a period of 30 consecutive days exceed 15 percent of respective arithmetic means of the influent values for those parameters during the same time period, except as specifically authorized by the permitting authority.

D. Definitions

1. The term "bypass" means the discharge of partially treated or untreated sewage from any device or structure of sewerage facilities due to a power failure, equipment failure, hydraulic overload, and/or blockage in all or any part of the sewerage facilities. This is to distinguish it from an overflow which is the systematic discharge of a mixture of partially treated or untreated sewage and stormwater from any device or structure of combined sewerage facilities which is in excess of the downstream hydraulic carrying capacity of those facilities.
2. The term "severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
3. The "average monthly flow" means the arithmetic mean of daily flow measurements taken during a calendar month.
4. The "average monthly" mass discharge means the total discharge by weight during a calendar month divided by the number of days in the month that the facility was operating. Where less than daily sampling is required by this permit, the (average) monthly mass discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.
5. The "average weekly" mass discharge means the total discharge by weight during a calendar week divided by the number of days in the week that the facility was operating. Where less than daily sampling is required by this permit, the (average) weekly mass discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar week when the measurements were made.

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6. The "maximum daily" mass discharge means the total discharge by weight during any calendar day.
7. The "average monthly" effluent concentration means the arithmetic average of all the daily determinations of concentration made during a calendar month.
8. The "average weekly" effluent concentration means the arithmetic average of all the daily determinations of concentration made during a calendar week.
9. The "maximum daily" effluent concentration means the daily determination of concentration for any calendar day.
10. The "instantaneous maximum" concentration means the concentration not to be exceeded at any time in any grab sample.
11. The "daily determination of concentration" means the concentration of a composite sample taken during a calendar day or the arithmetic average of all grab samples taken during a calendar day.
12. The term "composite sample" means a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall not exceed two hours.
13. The term "grab sample" means an individual sample collected in less than 15 minutes.
14. The term "measured flow" means any method of liquid volume measurement the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
15. The term "estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.
16. The term "Industrial User" means an establishment which discharges or introduces industrial wastes into a Publicly Owned Treatment Works (POTW).
17. The term "Publicly Owned Treatment Works" or "POTW" means a facility as defined by Section 212 of the Clean Water Act which is owned by a State or Municipality, as defined by Section 502(4) of the Clean Water Act, including any sewers that convey wastewater to such a treatment works, but not including pipes, sewers or other conveyances not connected to a facility providing treatment. The term also means the municipality as defined in Section 502(4) of the Clean Water Act which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

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II. MONITORING AND REPORTING

A. Representative Sampling and Test Procedures

1. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.
2. Unless otherwise specified in this permit, the test procedures for analysis of pollutants shall be those contained in 40 CFR Part 136, or alternate test procedures approved pursuant to that part.

B. Self-Monitoring and Reporting Requirements

The permittee shall effectively monitor the operation and efficiency of all treatment and control facilities and the quantity and quality of the discharge. Monitoring data required by this permit shall be submitted monthly.

A Discharge Monitoring Report (DMR) properly completed and signed by the treatment plant operator in responsible charge, must be submitted within 28 days after the end of each monthly report period. Notification of the designation of the responsible operator must be submitted to the permitting agency by the permittee within 60 days after the effective date of the permit and from time to time thereafter as the operator is replaced. The DMR must be sent to the Department and the EPA Regional Office at the following addresses:

DEPT. OF ENVIRONMENTAL RESOURCES
HARRISBURG REGION
ONE ARARAT BOULEVARD
HARRISBURG, PENNSYLVANIA 17110

Program Management Section (3WM52)
Permits Enforcement Branch
Water Management Division
U.S. Environmental Protection Agency
Region III
841 Chestnut Building
Philadelphia, PA 19107

- C. If the permittee monitors any pollutant, using analytical methods described in Part A.2.A(2) above, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR.

D. Non-Compliance Reporting

1. 24-Hour Reporting:

The permittee shall orally report to the Department within 24 hours of becoming aware of the following:

- (a) Actual or anticipated non-compliance with any term or condition of this permit which may endanger health or the environment.
- (b) Actual or anticipated non-compliance with any "maximum daily" discharge limitation which is identified in Part A1 of this permit as being either:

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- (i) A toxic pollutant effluent standard established by EPA pursuant to Section 307(a) of the Clean Water Act, or
 - (ii) A toxic or hazardous pollutant which, if not adequately treated, could constitute a threat to human health, welfare, or the environment,
 - (iii) Any pollutant identified as the method to control a toxic pollutant or hazardous substance (i.e., indicator pollutant).
- (c) Any unanticipated bypass which exceeds any effluent limitations in the permit.
- (d) Where the permittee orally reports this information within the above mentioned 24 hour time period, a written submission outlining the above information must be submitted to the Department within 5 days of becoming aware of such a condition, unless this requirement is waived by the Department upon receipt of the oral report.
- 2. Other Non-Compliance Reporting.**
- (a) The permittee shall give advance notice to the Department of any planned changes to the permitted activity or facility which may result in non-compliance with permit requirements.
 - (b) Where the permittee knows in advance of the need for a bypass which will exceed effluent limitations it shall submit prior notice to the Department at least 10 days, if possible, before date of the bypass.
 - (c) The permittee shall report all instances of non-compliance which are not reported above at the time of DMR submission.
- 3. The reports and notifications required above shall contain the following information:**
- (a) A description of the discharge and cause of non-compliance;
 - (b) The period of non-compliance, including exact date and times and/or the anticipated time when the discharge will return to compliance; and
 - (c) Steps being taken to reduce, eliminate, and prevent recurrence of the non-complying discharge.

E. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

1. The exact place, date, and time of sampling or measurement.
2. The person(s) who performed the sampling or measurement.
3. The dates the analyses were performed.
4. The person(s) who performed the analyses.
5. The analytical techniques or methods used.
6. The results of such analyses.

F. Records Retention

All records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for three (3) years. The three year period shall be extended as requested by the Department or the EPA Regional Administrator.

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III. SCHEDULE OF COMPLIANCE

The permittee shall achieve compliance with final effluent limitations or terminate this discharge in accordance with the following schedule:

- A. Feasibility study completion _____
- B. Final plan completion _____
- C. Start construction _____
- D. Construction progress report(s) _____
- E. End construction _____
- F. Compliance with effluent limitations _____
- G. Terminate discharge _____

No later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit to the Department a written notice of compliance or non-compliance with the specific schedule requirement(s). Each notice of non-compliance shall include the following information:

- A. A short description of the noncompliance.
- B. A description of any actions taken or proposed by the permittee to comply with the elapsed schedule requirement.
- C. A description of any factors which tend to explain or mitigate the noncompliance.
- D. An estimate of the date that compliance with the elapsed schedule requirement will be achieved and an assessment of the probability that the next scheduled requirement will be met on time.

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I. MANAGEMENT REQUIREMENTS

A. Publicly Owned Treatment Works (POTW)

1. Where the permittee is a Publicly Owned Treatment Works (POTW), the permittee shall provide adequate notice as discussed in A(2) below to the Department of the following:
 - (a) Any new introduction of pollutants into the POTW from an Industrial User which would be subject to Sections 301 and 308 of the Clean Water Act if it were otherwise discharging directly into waters of the United States.
 - (b) Any substantial change in the volume or character of pollutants being introduced into the POTW by an Industrial User which was discharging into the POTW at the time of issuance of this permit.
 - (c) Any change in the quality and quantity of effluent introduced into the POTW.
 - (d) The identity of significant Industrial Users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also identify the character and volume of pollutants discharged into the POTW by the Industrial User.
2. The submission of the above information in the POTW's annual Wasteload Management Report, required under the provisions of 25 Pa. Code Chapter 94, will normally be considered as providing adequate notice to the Department. However, if the above changes in industrial pollutant loadings to the POTW are significant enough to warrant either modification or revocation and reissuance of this permit, then the permittee is required to meet the provisions of Management Requirements B below.
3. The POTW shall require all Industrial Users to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and any regulations adopted thereunder, and the Clean Streams Law and any regulations adopted thereunder.
4. This permit shall be modified, or alternatively, revoked and reissued, to incorporate an approved POTW pretreatment program or a compliance schedule for the development of such program as required under Section 402(b)(8) of the Clean Water Act and regulations adopted thereunder or under the Department's approved pretreatment program.

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term for any of the causes specified in 25 Pennsylvania Code, Chapter 92.
2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or a notification of planned changes or anticipated non-compliance does not stay any permit condition.
3. Notwithstanding the above, if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for toxic pollutant which is present in the discharge authorized herein and such standard or prohibition is more stringent than any limitation upon such pollutant in this permit, this permit shall be modified or revoked and reissued in accordance with the toxic effluent standard or prohibition and the permittee shall be so notified.

In the absence of a Departmental action to modify or to revoke and reissue this permit, any toxic effluent standard or prohibition established under Section 307(a) of the Act is considered to be effective and enforceable against the permittee.

C. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania Clean Streams Law and 25 Pennsylvania Code, Chapter 92, the permittee shall allow the head of the Department, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

1. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit.
2. To have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit and other documents as may be required by law.
3. To inspect at reasonable times any monitoring equipment or monitoring method required in this permit.
4. To inspect any collection, treatment, pollution management, or discharge facilities required under the permit.
5. To sample any substances or parameters at any location.

D. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges; nor does it authorize any injury to private property or any invasion of personal rights.

E. Duty to Provide Information

1. The permittee shall furnish to the Department within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
2. The permittee shall furnish to the Department, upon request, copies of records required to be kept by this permit.
3. **Planned changes:** The permittee shall give advance notice to the Department of any physical alterations or additions to the permitted facility.
4. **Other Information:** Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information to the Department.

F. Confidentiality

Except for data determined to be confidential under 25 Pennsylvania Code, Chapter 92, all required reports shall be available for public inspection at the offices of the Department and the EPA Regional Administrator. Effluent data shall not be considered confidential.

G. Facility Operation and Quality Control

The permittee shall at all times maintain in good working order and properly operate all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee for water pollution control and abatement to achieve compliance with the terms and conditions of the permit. Proper operation and maintenance includes but is not limited to effective performance based on designed facility removals, adequate funding, effective management, adequate operator staffing and training, and adequate laboratory and processing controls including appropriate quality assurance procedures. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with this permit.

H. Bypassing

1. **Bypassing Not Exceeding Permit Limitations:** The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if the bypass is for essential maintenance to assure efficient operation. This type of bypassing is not subject to the reporting and notification requirements of Part A.2.D above.

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2. In all other situations, bypassing is prohibited unless the following conditions are met:
 - (a) A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage";
 - (b) There are no feasible alternatives to a bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment down-time; (This condition is not satisfied if the permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance.); and
 - (c) The permittee submitted the necessary reports required under Part A.2.D. above.
3. The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the conditions listed under Part B.I.2. above.

L. Adverse Impact

Permittee shall take all reasonable steps to minimize any adverse impact on the environment resulting from noncompliance with this permit.

J. Solids Disposal

Collected screenings, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the Commonwealth.

K. Penalties and Liability

1. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.
2. Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for non-compliance pursuant to Section 309 of the Clean Water Act or Sections 602 or 605 of the Clean Streams Law.

L. Transfer of Ownership or Control

1. No permit may be transferred unless approved by the Department.
2. In the event of any pending change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the Department by letter of such pending change at least thirty days prior to the change in ownership or control.

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3. The letter shall be accompanied by the appropriate Department forms for transfer of the permit and a written agreement between the existing permittee and the new owner or controller stating that the existing date of permit transfer and that the new owner or controller shall be liable for permit violations from that date on.
4. After receipt of the documentation above, the Department shall notify the existing permittee and the new owner or controller of its decision concerning approval of the transfer. In approving a transfer the Department may modify or revoke and reissue the permit.
5. In the event the Department does not approve transfer of the permit, the new owner or controller must submit a new permit application.

M. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

N. Other Laws

Nothing herein contained shall be construed to be an intent on the part of the Department to approve any act made or to be made by the permittee inconsistent with the permittee's lawful powers or with existing laws of the Commonwealth regulating sewerage discharge and the practice of professional engineering, nor shall this permit be construed to sanction any act otherwise forbidden by federal or state law or regulation, or by local ordinance. Nor does it pre-empt any duty to obtain State or local assent required by law for the discharge(s).

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PART C

I. OTHER REQUIREMENTS

- A. No storm water from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers associated with the herein approved discharge.
- B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.
- C. If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory or the sewerage facilities shall have created public nuisance, then upon notice by the Department the right herein granted to discharge such effluent shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory for discharge into the said receiving body of water.
- D. Analysis for carbonaceous biochemical oxygen demand (CBOD) shall be done in accordance with those methods listed in 40 CFR Part 136 and amendments thereto, or by any other method approved by EPA.
- E. Effluent Chlorine Optimization and Minimization:

The permittee will ensure that applied chlorine dosages, used for disinfection or other purposes, are optimized to the degree necessary such that the total residual chlorine (TRC) in the discharged effluent does not cause an adverse instream impact. In doing so, shall consider relevant factors affecting required chlorine dosage, such as wastewater characteristics, mixing and contact times, desired result of chlorination, and expected impact on the receiving water body. The TRC data shall be recorded daily, maintained at the facility, documented in the monthly DMR supplemental form, and summarized annually as part of the facility's Chapter 94 - Municipal Wasteload Management Report.

If the Department determines or receives documented evidence that levels of TRC in the permittee's effluent are causing adverse water quality impacts in the receiving water, the permittee shall be required to institute necessary additional steps to reduce or eliminate such impact.

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PART C

- F. Collected screening, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR 257, and the Federal Clean Water Act and its amendments.

The permittee is responsible to obtain or assure that contracted agents have all necessary permits and approvals for the handling, storage, transport, and disposal of solid waste materials generated as a result of wastewater treatment.

- G. Existing Department Permits(s):

Effluent limitations, monitoring requirements, and other standard and special conditions which relate to the discharge(s) of pollutants authorized by this permit and which are contained in Water Quality Management Permit(s)

No. 561S11 issued May 23, 1961 and amended August 2, 1968

No. 6772410 issued December 29, 1972

No. 6785418 issued August 26, 1986

are superseded by the terms and conditions of this permit, unless specifically noted otherwise herein.

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H. NPDES PERMIT CONDITION FOR PRETREATMENT

- 1) The permittee shall operate an industrial pretreatment program in accordance with the Clean Water Act and the General Pretreatment Regulations (40 CFR 403). The program shall also be implemented in accordance with the approved and/or modified POTW pretreatment program submitted by the permittee.
- 2) The permittee shall submit all changes, and obtain approval of all substantial changes in its approved pretreatment program in accordance with 40 CFR 403.18.
- 3) The permittee's implementation of its pretreatment program shall at a minimum, meet the requirements listed below. Where the approved program required more stringent or more frequent activity, the requirements of the approved program shall apply.
 - a) The permittee shall provide written notice of applicable pretreatment requirements to all industrial users. For significant industrial users (SIUs) such written notice shall be through individual discharge permits or other equivalent control mechanism in accordance with 40 CFR 403.8(f). All SIU control mechanisms shall be in place within 6 months of program approval and shall not be issued for a period which exceeds 5 years. SIU control mechanisms shall be reissued within 3 months of expiration, and administrative extensions shall not be granted without written consent from the Approval Authority.
 - b) Each SIU shall be sampled by the permittee at least once per year. Such sampling shall include all regulated parameters.
 - c) Each SIU shall be inspected by the permittee at least once per year. Such inspection shall cover all areas which could result in wastewater discharge to the sewer including manufacturing areas, chemical storage areas, pretreatment facilities, spill prevention and control procedures, hazardous waste generation, and industrial self-monitoring procedures and records.
 - d) The permittee shall implement the industrial reporting requirements of 40 CFR 403.12.

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- e) The permittee shall develop and obtain Approval Authority approval of a written enforcement response plan (ERP) within 6 months of permit issuance. The ERP shall indicate how instances of violation will be investigated, what enforcement options are available to the POTW, contain a listing of potential industrial violations, and state the type of action and timeframe for the permittee's enforcement for each violation. Where approval of the ERP has been previously granted, the permittee shall reevaluate its ERP and submit the results of the reevaluation and a revised ERP within 6 months of permit issuance.
- f) The permittee shall take timely and appropriate enforcement in accordance with its approved ERP for all instances of industrial violations.
- g) The permittee shall submit to the Approval Authority a reevaluation of its local limits based on a headworks analysis of its treatment plant within 1 year of permit issuance. At a minimum, the headworks analysis shall include arsenic, cadmium, chromium, copper, cyanide (T), lead, mercury, nickel, silver, zinc, any parameter limited by this permit or sludge disposal requirements, and any other pollutant which the permittee or approval authority believes may be discharged by its industries in amounts which may cause pass-through or interference. The list of pollutants to be evaluated shall be submitted within 3 months of permit issuance.
- h) The permittee shall conduct monitoring at its treatment plant based on its permitted flows, as follows:
 - i) >20 MGD - monthly influent, effluent and sludge analysis for all local limit parameters, semi-annual priority pollutant scan for influent and sludge.
 - ii) >5-20 MGD - monthly influent, effluent and sludge analysis for all local limit parameters, annual priority pollutant scan for influent and sludge.
 - iii) 1-5 MGD - quarterly influent, effluent and sludge analysis for all local limit parameters, annual priority pollutant scan for influent and sludge.
 - iv) <1 MGD - annual influent, effluent and sludge analysis for all local limit parameters, priority pollutant scan for influent and sludge within 1 year.

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- 1) The permittee shall ensure that adequate resources are available (equipment and personnel) to fully implement the pretreatment program.
- 4) EPA and DER retain the right to require the permittee to institute changes to its pretreatment program if:
 - a) the program is not implemented in a way satisfying the requirements of 40 CFR 403;
 - b) problems such as interference, pass-through or sludge contamination develop or continue;
 - c) Federal, State, or local requirements change.
- 5) By March 31 of each year, the permittee shall submit to EPA and DER an annual report that describes the permittee's pretreatment activities for the previous calendar year. The annual report shall include pretreatment activities in all municipalities from which wastewater is received at the permittee's treatment plant. The submission to DER shall be incorporated into the permittee's annual Municipal Wasteload Management report required by DER's Chapter 94 Rules and Regulations. The annual report shall include the following:
 - a) Control Mechanism Issuance - a summary of SIU control mechanism issuance including a list of issuance and expiration dated for each SIU.
 - b) Sampling and Inspection - a summary of the number and type of inspections and samplings of SIUs by the permittee, including a list of all SIUs either not sampled or not inspected.
 - c) Industrial User Compliance and POTW Enforcement - a summary of the number and type of violations of pretreatment regulations and the actions taken by the permittee to obtain compliance. For each SIU, the report shall say whether the user was a significant violator under 40 CFR 403.8, an infrequent (non-significant) violator, or in compliance for the entire year. A copy of the published list of significant violators shall be included.
 - d) Industrial Listing - an updated industrial listing showing all current SIUs and the categorical standard, if any, applicable to each.

Appendix A-5.2 (ScottMadden)

0201 1113

Page 14E of 14

- e) Summary of POTW Operations - any interference upset, or permit violations experienced at the POTW which may be attributed to industrial users, and actions taken to alleviate said events. Sampling and analysis of treatment plant influent and sludge for toxic and incompatible pollutants shall also be included with an analysis of any trends in the data since pretreatment program approval.
- f) Pretreatment Program Changes - a summary of any changes to the approved program and the date of submission to the Approval Authority.

1114

NAME: York City Sewer Authority
 ADDRESS: 17 East Market Street
 York, PA 17404

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT

PERMIT NUMBER: 0026263
 DISCHARGE NUMBER: 002

| MONITORING PERIOD | | | | | | |
|-------------------|----|-----|----|------|----|-----|
| YEAR | MO | DAY | TO | YEAR | MO | DAY |
| | | | | | | |

Facility Location: Manchester Township
 York County From

Note: Read instructions before
 Completing this form

| PARAMETER | Sample Measurements | Quantity or Loading | | Quality or Concentration | | | Units | No. Ex. | Frequency Analysis | Sample Type |
|--------------------------|---------------------|---------------------|-----------------|--------------------------|---------|---------|-------|---------|--------------------|--------------|
| | | Average | Maximum | Minimum | Average | Maximum | | | | |
| FLOW | Permit Requirements | 26 | Report Daily Mx | | | | | | | |
| | Sample Measurements | | | | | | | | | |
| | Permit Requirements | 3252 | Mx Wk Av | 4879 | 15 | 22.5 | Mg/l | | Daily | 24-hour comp |
| 5-DAY CBOD (5/1 - 10/31) | Sample Measurements | | | | | | | | | |
| | Permit Requirements | 5421 | Mx Wk Av | 8673 | 25 | 40 | Mg/l | | Daily | 24-hour comp |
| | Sample Measurements | | | | | | | | | |
| TOTAL SUSPENDED SOLIDS | Permit Requirements | 6505 | Mx Wk Av | 9758 | 30 | 45 | Mg/l | | Daily | 24-hour comp |
| | Sample Measurements | | | | | | | | | |
| | Permit Requirements | | | | | | | | | |
| DISSOLVED OXYGEN | Sample Measurements | | | | | | | | | |
| | Permit Requirements | | | 5.0 | | | Mg/l | | Daily | Grab |
| | Sample Measurements | | | | | | | | | |
| PHOSPHORUS AS P | Permit Requirements | 434 | Mx Wk Av | 650 | 2 | 3 | Mg/l | | Daily | 24-hour comp |
| | Sample Measurements | | | | | | | | | |
| | Permit Requirements | | | 6.0 | | 9.0 | S.U. | | Daily | Grab |

Type or Print:

| | | | |
|--------------------------------------|--|--|-------------------------------|
| Executive Officer | I certify under penalty of law that I have personally examined and the information submitted hereon is true and correct. I am a duly authorized representative of the facility and I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment see 18 USC §1001 and 33 USC §1319. | | Telephone: (Area Code) Number |
| Title of Principal Executive Officer | SIGNATURE OF PRINCIPAL OFFICER OR AUTHORIZED AGENT | | Date: |

COMMENT AND EXPLANATION OF ANY VIOLATIONS:

Appendix A-5.2 (ScottMadden)

BOOK PAGE

0201 1116

ER-BWQ-69: Rev. 4/73

Water Quality Management Part I Permit No. PA 0026263
York City Sewer Authority
17 East Market Street
York, PA 17404

STATE OF PENNSYLVANIA

Manchester Township
York County

COUNTY OF DAUPHIN

Leon M. Oberdick
Leon M. Oberdick
Regional Water Quality Manager

On the *8th* day of *July* in the year one thousand nine hundred and ninety one before me, the Subscriber, A Notary Public, came the above name

Leon M. Oberdick, Regional Water Quality Manager

and duly acknowledged the foregoing permit to be his act and deed and desired that the same might be recorded as such.

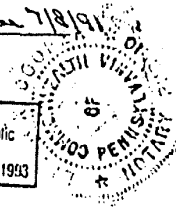
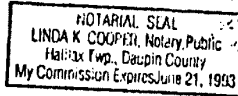
Witness my hand and notarial seal the day and year aforesaid.
I Certify This Document To Be

Recorded In York County, Pa.

Linda K. Cooper 7/8/91
NOTARY PUBLIC



J. J. [Signature]
Recorder of Deeds



Mail To: David Wm. Buyp, Esq.
17 E. Market St.
York, PA 17401

Appendix A-5.2 (ScottMadden)



Appendix A-5.2 (ScottMadden)

THE YORK WATER COMPANY

2020 Annual Report

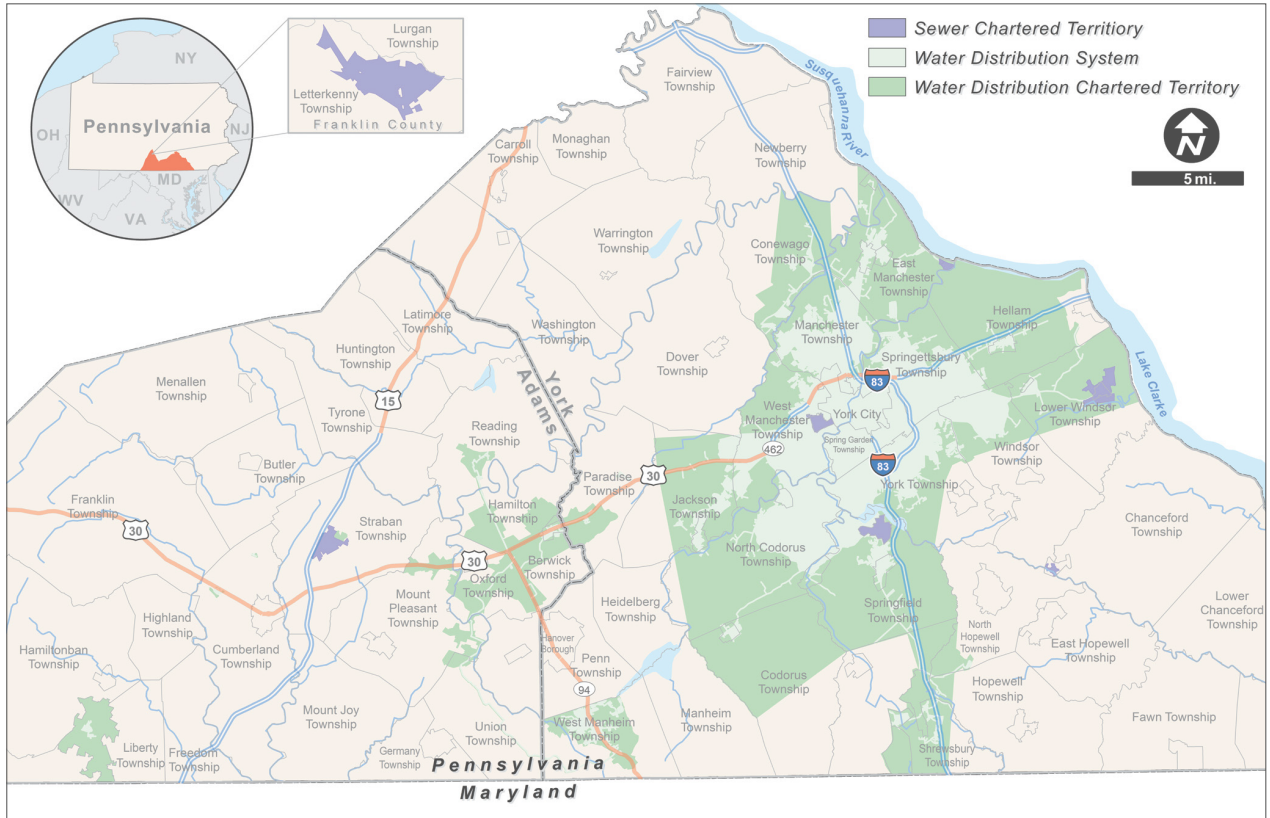


ADAPTING to the | **PRESENT**
for a **SUSTAINABLE** | **FUTURE**

Appendix A-5.2 (ScottMadden)

THE YORK WATER COMPANY 2020 Annual Report

Chartered Territory Distribution and Supply System



Our Filter Plant, located in Reservoir Park, was built in 1930 in order to meet the water needs of the growing community. This facility was initially built with a capacity of 15 million gallons per day, but has since expanded to 40 million gallons per day. This facility is still in service today, and purifies and distributes water to our customers every single day.

Appendix A-5.2 (ScottMadden)



April 30, 2015

Aqua America's Illinois Subsidiary Announces Acquisition of North Maine Utility Water and Wastewater System from the Village of Glenview

BRYN MAWR, Pa.--(BUSINESS WIRE)-- Aqua America, Inc. (NYSE: WTR) announced today that its Illinois subsidiary completed the successful purchase of the municipally owned North Maine Utilities (NMU) water and wastewater system from the Village of Glenview, Illinois for \$22 million. The system serves more than 44,000 people through 4,700 metered water connections and nearly 2,500 wastewater connections.

Aqua Illinois' purchase of the system includes a commitment by Aqua to freeze rates for NMU customers through June of 2020, excluding any purchased-water increases from the current provider, which will be passed through under a purchased-water surcharge approved by the Illinois Commerce Commission. This agreement addresses the Village of Glenview's concern of rate stability for NMU customers. Aqua Illinois has also committed to invest \$10 million to construct a needed interconnection with Glenview to purchase Lake Michigan water from Glenview at a significantly lower price than the projected rate of the current provider.

"Aqua Illinois is excited to be able to serve the residents and businesses of North Maine with quality water and wastewater services, reasonable rates and excellent customer service," said Aqua America Chairman and CEO Nicholas DeBenedictis. "With more than 125 years of experience in the water industry, we have the operational capacity, technical expertise and resources needed to meet the needs of NMU customers. We look forward to being a community partner with the Village of Glenview for many years to come."

Glenview Village President Jim Patterson pointed out that the Village of Glenview had provided greatly needed repairs and improvements to North Maine Utilities during its 17-year ownership, including proactively replacing underground water and sanitary sewer pipes, performing system maintenance and repainting a large water tank.

"We believe NMU customers can benefit from a new owner that has more flexibility, especially to provide rate stability," Patterson said. "It was important that the sale to Aqua include an agreement that NMU be provided with less expensive water from Wilmette via Glenview in the future."

Aqua America has completed 26 acquisitions in Illinois since 1999, and more than 300 acquisitions company-wide since 1995. Last year, Aqua America completed 16 water and wastewater acquisitions and grew its customer base by 1.3 percent.

Aqua Illinois provides water and wastewater service to approximately 175,000 people in 13 counties throughout Illinois.

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information.

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to invest capital, receive governmental approval of the transition and close the acquisition. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions; the receipt of governmental approvals; the successful closing of the acquisition; the successful integration of the customers and the facility; and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Aqua America's business, please refer to Aqua America's annual, quarterly and other SEC filings. Aqua America is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRF

Aqua America, Inc.
Donna Alston
Manager, Communications



Aqua America Announces Acquisitions in Virginia, Texas, Pennsylvania, North Carolina and Illinois

BRYN MAWR, Pa.--(BUSINESS WIRE)-- Aqua America (NYSE:WTR) announced today that its subsidiaries in Virginia, Texas, Pennsylvania, North Carolina and Illinois have completed the acquisitions of water and wastewater systems in their states.

Aqua Virginia acquired the assets of Wintergreen Valley Utility Company, L.P., owner of the Wintergreen Stoney Creek public water and sewer systems, which serve water to approximately 1,200 residents and provide wastewater service to approximately 475 residents in Nelson County, Virginia. The water and wastewater systems were purchased for \$537,950 and \$113,250, respectively. The company also acquired the assets of the Venter Heights public water system, which serves approximately 400 people in King William County, Virginia, for \$85,000.

Aqua Texas acquired the assets of Union Hill Water Supply Corporation, which serves approximately 500 people in Henderson County, Texas, for \$356,000.

Aqua Pennsylvania purchased the assets of the Bunker Hill Wastewater Company and the Factoryville Bunker Hill Water Company, each of which serves approximately 180 residents in Factoryville Borough, Wyoming County, for \$135,000.

Aqua North Carolina acquired the assets of the Water Works of Alamance County, which serves approximately 300 residents in Cary, for \$43,000. In addition, Aqua North Carolina invested \$5,200 to acquire the assets of the Mountain Ridge Estates water system, a utility that serves 100 residents in Watauga County.

Aqua Illinois acquired the water utility assets of Summerdale from the Village of Norridge in Cook County for \$5,000. This system serves approximately 180 residents in unincorporated Norwood Township, near Aqua's recently acquired North Maine Utility.

"Each of these acquisitions represents our ability to fill in our footprint and take advantage of economies of scale in areas where we currently do business," explained Aqua America President and CEO Christopher Franklin. "While we will continue to add acquisitions like these to our portfolio where they make sense, we are concentrating our growth efforts on larger municipal acquisitions, similar to the North Maine Utilities acquisition we completed in April. With our 2015 completed acquisitions to date, we are in the position to exceed our 2014 performance in customer growth, the number of total acquisitions and the number of municipal acquisitions for the year."

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WTRF

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Aqua America
Donna Alston
O: 610-645-1095
M: 484-368-4720
DPAlston@AquaAmerica.com

Source: Aqua America

News Provided by Acquire Media

Appendix A-5.2 (ScottMadden)



Missouri American Water Acquires City of Arnold's Sewer System

Arnold voters overwhelmingly approved referendum in November 2014

May 22, 2015 04:17 PM Eastern Daylight Time

ST. LOUIS--(BUSINESS WIRE)--Today, Missouri American Water announced the closing of the company's acquisition of the City of Arnold's sanitary sewer system. The acquisition adds 8,800 sewer customers to Missouri American Water's operations in St. Louis County.

The Missouri Public Service Commission approved the sale on April 14, 2015.

Arnold voters overwhelmingly approved a public referendum of the sale to Missouri American Water in November 2014.

Arnold is the largest city in Jefferson County. The city's population is an estimated 21,000 residents.

Missouri American Water's sewer bills will continue Arnold's current rates and rate structure -- based on winter water usage.

"Missouri American Water's St. Louis County operation serves more than one million people just a few miles north of Arnold," said Frank Kartmann, President of Missouri American Water. "We are pleased to bring our engineering and system operation expertise to deliver high quality sanitary sewer service to our new Arnold customers."

"Over the next four years, Missouri American Water will invest approximately \$5 million to upgrade and improve the infrastructure of the Arnold sanitary sewer system," said Kartmann.

The company expects a smooth transition for customers. Starting today, the sewer system is managed and operated by Missouri American Water. Sewer employees, formerly employed by the City of Arnold, will continue to provide system operation and field services now as Missouri American Water employees.

Customers are receiving information about the sanitary sewer system transition in their current City of Arnold sewer/storm water and trash bills. Missouri American Water will also mail a new customer information package to all Arnold customers prior to the first Missouri American Water sanitary sewer bills, which will arrive in August.

A new company website at www.arnoldmoaw.com will keep City of Arnold customers informed during the transition.

Missouri American Water

Appendix A-5.2 (ScottMadden)

Missouri American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.5 million people.

Founded in 1886, American Water (NYSE: AWK) is the largest publicly traded U.S. water and wastewater utility company. With headquarters in Voorhees, N.J., the company employs 6,400 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found at www.amwater.com.

Contacts

Missouri American Water

Ann Dettmer

Communications Manager

T - 314-996-2356

C - 314-623-3822

Ann.Dettmer@amwater.com

Appendix A-5.2 (ScottMadden)

6/1/2017

Arnold nears sale of sewer system | Political Fix | stltoday.com

Political Fix

http://www.stltoday.com/news/local/govt-and-politics/arnold-nears-sale-of-sewer-system/article_df4bdcb0-4430-5cbc-bf1e-4255301961af.html

Arnold nears sale of sewer system

Special to the Post-Dispatch May 22, 2015

ARNOLD • Officials are set to close on the sale of the city sewer system to the Missouri American Water Co.

On Nov. 4, voters agreed to sell the wastewater utility to Missouri American Water for \$13.2 million. The city would net \$5.2 million from the sale, along with a sewer reserve fund of \$4 million.

At the meeting Thursday night, the City Council approved legislation to grant the franchise the right to use the city's infrastructure, including streets, right of ways, parks and other public places for the wastewater system. It also authorized the city to assign its Metropolitan Sewer Department obligations to the water company.

The city will lease office space to the water company on a temporary basis for about \$2,000 per month until a permanent facility can be located. In addition, five of the city's sewer employees will be employed by the company.

Dan Kroupa, city treasurer, said the sale would allow the city to pay off an existing debt of \$8 million and be relieved of the \$12 million it currently owes to MSD for the treatment plant, along with any future expansion costs.

"It puts Arnold in a good financial position," he said. "And residents will have the same level of service as they did before."

Syberg's restaurant to open in Arnold

Arnold to use money from sale of sewer system for road work

Appendix A-5.2 (ScottMadden)

Global Water Announces Completion of the Transfer of Valencia Assets to Buckeye

PHOENIX, AZ, July 15, 2015 /CNW/ - GWR Global Water Resources Corp. ("GWRC") (TSX: GWR) today announced that Global Water Resources, Inc. ("Global Water" or the "Company") has closed on the transfer of the assets of Valencia Water Company, Inc. ("Valencia"), a subsidiary of Global Water, to the City of Buckeye ("Buckeye").

Through a settlement agreement for stipulated condemnation and stipulated court order, Buckeye has acquired substantially all of the assets of Valencia and today assumed the operations of the utility. Buckeye paid Global Water US\$55 million on closing, plus an additional \$198,000 as a result of a working capital adjustment. As of March 31, 2015, Valencia accounted for 6,719, or 15.3%, of Global Water's 43,866 active service connections.

Under the terms of the settlement, Buckeye will pay to Global Water a growth premium equal to US\$3,000 for each new water meter installed within the prior service areas of Valencia for a 20-year period ending December 31, 2034, subject to a maximum payout of US\$45 million. The first growth premium payment due to the Company will occur in mid-November, and will include payment for the new water meters installed during the first three quarters of 2015. Subsequently, growth premium payments will be paid quarterly.

Approximately US\$21.5 million of the proceeds received from the transaction were used to repay in full, the Company's commercial debt with MidFirst Bank.

"We are very pleased to announce the closing of this transaction, which materially strengthens our balance sheet," said Ron Fleming, President and CEO of Global Water. "When combined with the ongoing phase-in of new rates, the improvement in the housing market, and the successful execution of our strategic plan to focus on our core, regulated utility assets, the fundamentals of our company are very strong."

About GWR Global Water Resources Corp.

GWRC was incorporated in British Columbia to acquire shares of U.S. based Global Water and to actively participate in the management, business and operations of Global Water through its representation on the board of directors of Global Water and its shared management of Global Water. GWRC owns an approximate 48.1% interest in Global Water, a pure-play, high growth, water resources company located in Phoenix, Arizona that owns and operates regulated water, wastewater and recycled water utilities.

Cautionary Note Regarding Forward-Looking Statements

This press release includes certain forward-looking statements. These forward looking statements include, but are not limited to, statements that are not historical facts as well as statements identified by words such as "expects", "anticipates", "intends", "plans", "believes", "seeks", "estimates", or the negative of these terms, or other words of similar meaning. These statements are based on our current beliefs or expectations and are inherently subject to significant uncertainties and changes in circumstances, many of which are beyond our control. Actual results may differ materially from these expectations due to changes in political, economic, business, competitive, market and regulatory factors and other factors discussed under the heading "Risk Factors" in the Company's most recent Annual Information Form. We undertake no obligation to publicly update any forward-looking statement, except as required by law, whether as a result of new information, future developments or otherwise.

SOURCE GWR Global Water Resources Corp.

For further information: Marina Proskurovsky, Investor Relations, Tel: 416.815.0700 ext. 288, Email: mproskurovsky@tmxequicom.com, www.gwresources.com

CUSTOM PACKAGES

Appendix A-5.2 (ScottMadden)



Indiana American Water Acquires Russiaville Water System in Northern Indiana

Town's Residents Approved Sale in November 2014 Referendum

July 27, 2015 05:36 PM Eastern Daylight Time

GREENWOOD, Ind.--(BUSINESS WIRE)--Indiana American Water President Alan DeBoy today announced the company's acquisition of Russiaville Water, a municipal water utility located in northern Indiana. The purchase of the system adds approximately 430 customers to the company's customer base and serves a population of approximately 1,200 residents.

"The acquisition of this system will provide Russiaville customers with lower rates and access to operations and capital management water professionals and a number of customer service options and payment methods," said DeBoy. "Indiana American Water already provides water service to the nearby City of Kokomo in this part of the state, so this is a good fit for us and a continuation of our efforts to expand our presence across Indiana.

"In a time when communities are looking for new and innovative ways to deal with challenges they're facing and hold the bottom-line on expenses, this acquisition is a great solution for the utility and its customers," DeBoy continued. "Indiana American Water brings a broad range of experience, resources and knowledge to the community through this transaction that ultimately will have a positive impact on the area."

The acquisition of the Russiaville system for approximately \$1.8 million was approved by the Indiana Utility Regulatory Commission earlier this month and closed by Indiana American Water and the Town of Russiaville on Monday, July 27, 2015. Town residents also approved the sale in a referendum conducted in November 2014. The Russiaville system will be incorporated into the company's Kokomo district, which currently serves approximately 57,000 residents.

About Indiana American Water

Indiana American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to more than 1.2 million people. Founded in 1886, American Water is the largest and most geographically diverse publicly traded U.S. water and wastewater utility company. With headquarters in Voorhees, N.J., the company employs 6,400 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found at www.amwater.com.

Contacts

Indiana American Water

Joe Loughmiller, 317-885-2434

Cell 317-903-7431

joe.loughmiller@amwater.com



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"Each of these acquisitions represents our ability to fill in our footprint and take advantage of economies of scale in areas where we currently do business," explained Aqua America President and CEO Christopher Franklin. "While we will continue to add acquisitions like these to our portfolio where they make sense, we are concentrating our growth efforts on larger municipal acquisitions, similar to the North Maine Utilities acquisition we completed in April. With our 2015 completed acquisitions to date, we are in the position to exceed our 2014 performance in customer growth, the number of total acquisitions and the number of municipal acquisitions for the year."

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WTRF

View source version on businesswire.com: <http://www.businesswire.com/news/home/20150918005501/en/>

Aqua America
Donna Alston
O: 610-645-1095
M: 484-368-4720
DPAlston@AquaAmerica.com

Source: Aqua America

News Provided by Acquire Media

http://www.theadvocate.com/acadiana/news/article_d56674ad-accf-5ac7-bbcc-c581bab2de31.html

After years of complaints, 220 TESI water and sewer systems in south Louisiana may be sold to new owner

All 220 owned by troubled TESI

By Richard Burgess rburgess@theadvocate.com AUG 21, 2015 - 12:34 PM



Advocate file photo by MICHELLE MILLHOLLON -- Graeme Tuminello, far left, brought samples of the water at his house to the State Capitol in 2014. State Sen. Page Cortez, R-Lafayette, center, authored Senate Bill 425 to improve water conditions for Lafayette Parish residents. At right is Bryan Corcoran, Tuminello's neighbor in Shenandoah.

An Illinois-based company is negotiating a deal to buy 220 community water and sewer systems in south Louisiana owned by Total Environmental Solutions Inc., a company that has faced years of complaints about poor service.

The proposed sale comes after the state Public Service Commission launched an investigation last year into whether TESI was investing enough to maintain its water wells, pipes, sewer plants and other infrastructure.

Utilities Inc. has agreed in principle to pay \$9.3 million to acquire TESI's 28 water systems and 192 sewer systems in Louisiana, effectively ending that company's operations here, according to filings with the PSC.

Story Continued Below

Appendix A-5.2 (ScottMadden)

“I think we see an opportunity to improve service and compliance,” said Don Sudduth, who oversees Utilities Inc. subsidiaries in Louisiana.

TESI has roughly 2,350 water customers and 14,387 sewer customers in 18 parishes, but operations are heavily concentrated in rural Lafayette Parish, serving subdivisions beyond the reach of municipal water and sewer systems.

Lafayette City-Parish Councilman Don Bertrand said he has heard nothing but complaints about TESI — cloudy water, substandard service, environmental issues.

“Hopefully, they will see some relief,” he said of TESI customers. “I would like to see somebody reputable who has the ability to improve the system.”

Shenandoah Estates, a subdivision near Broussard, has been a source of many of the complaints.

TESI provides water and sewer service to the subdivision, where residents have talked of spotty sewer service and of appliances and clothes fouled by water clouded with iron and manganese.

Shenandoah Estates resident Graeme Tuminello said some of the sewer problems have been addressed in recent years, but water quality continues to be an issue.

He is optimistic — but at the same time wary — about a new company taking over, and he longs for the day when basic water and sewer service is “something we don’t have to worry about.”

The proposed deal, which could come before the PSC for approval as early as this month, calls for \$23 million in upgrades spread across all the water and sewer facilities.

Customers can expect the phasing in of varying rate increases, depending on how much work is slated for the system serving their subdivision, according to the PSC filings.

“TESI is actually selling its assets to a company we believe has a better track record of taking care of these types of systems,” said Scott Angelle, a public service commissioner who represents the Acadiana area.

Angelle had called for the investigation into TESI’s finances last year, but he said it was put on hold once the sale was proposed.

“I’m glad they reached that conclusion because that’s what needs to happen,” he said.

Utilities Inc. operates more than 600 water and sewer systems, serving some 300,000 customers in 15 states, Sudduth said.

The company has owned systems in St. Tammany Parish for several years but began expanding its footprint in Louisiana last year, buying up smaller operators with the hope a larger company’s expertise and economies of scale could improve service and profits.

“We’ve been acquiring some of the troubled systems,” Sudduth said.

He said Utilities Inc. is under contract to purchase TESI, but there are still a few loose ends, such as securing pledges from state and federal regulators that Utilities Inc. would not be liable for any environmental violations that happened on TESI’s watch.

Appendix A-5.2 (ScottMadden)


Sudduth said he is confident those issues will be resolved.

“The EPA has signaled that they do want us to be the operator,” he said.

TESI officials declined comment on the potential sale, acknowledging an interested buyer but citing a confidentiality agreement that prevents them from discussing the deal.

Follow Richard Burgess on Twitter, @rbb100.

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Vital Reds Supplement

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Definition

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Scribol

We're Totally Obsessing Over JLo's Dreamy Rustic Kitchen

 TRENDING
Lonny

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Tentative deal made for Ascension Parish to buy Peoples Water system in Donaldsonville

Ascension plans to buy Donaldsonville system

by David J. Mitchell dmitche1@theadvocate.com SEP 6, 2015 - 3:22 PM

GONZALES — Ascension Parish government has reached an agreement in principle with Peoples Water Service Co. to buy its water operations in Donaldsonville for \$5.9 million.

If the deal goes through, the parish plans to inject another \$5 million in upgrades to the water system, parish officials said.

After months of negotiations, Ascension Parish President Tommy Martinez said Friday, company and parish officials were able to agree on a number between the parish's earlier offer of \$5 million and Peoples Water's most recent price of \$7.5 million.

Story Continued Below

Many steps need to happen for the deal to go through, including state Public Service Commission review of the sale and Parish Council approval of it.

But the proposed purchase would allow the parish to combine the 3,100-customer water system serving Donaldsonville with a parish-owned system of 700 customers that exists on the city's periphery and extends far afield to the upriver community of Modeste.

The parish system, known as Ascension Consolidated Utilities District No. 1, has not been able to turn a profit, and recently, tests revealed that the brain-eating amoeba *Naegleria fowleri* was in the water.

After discovery of the amoeba July 28, the state Department of Health and Hospitals ordered the district to conduct a chlorine burn, in which chlorine levels are increased and maintained at that level for a 60-day period to kill the amoeba. State officials said the system hit the required chlorine levels Aug. 17 to start the 60-day clock on the burn.

The Peoples Water purchase would give the parish a centrally located, 3 million-gallon-per-day water plant and disinfection system on the Mississippi River with excess capacity and would allow the parish to stop buying and piping in water from neighboring parishes.

The deal's financing also is projected to turn an annual profit for the now money-losing ACUD No. 1 system but would come with a 33 percent rate increase for current Peoples Water customers in Donaldsonville to help finance the Peoples Water system upgrades and for paying off the debt owed on ACUD, parish officials said.

"I think it's a great deal for everyone concerned here, and I think it'll work and it's a step in the right direction," Martinez told the Parish Council Utilities Committee Thursday night when he first announced the agreement.

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As the purchase plan is envisioned, the parish would use \$5.9 million in cash to buy the system and then would borrow \$9.1 million, either with a low-interest loan through DHH or revenue bonds. The loan would provide \$5 million in upgrades for the Peoples Water system, while the remaining \$4.1 million would pay off the remaining debt for the ACUD No. 1 system, Martinez said.

Donaldsonville officials have aired their concerns about the parish's proposed purchase and the possible rate hike, which they see as their city bailing out the debt-laden ACUD system. Those worries have spurred anew long-standing interest in Donaldsonville to buy Peoples Water, but Mayor Leroy Sullivan has acknowledged the city also would have to raise rates to finance a purchase of Peoples Water.

Martinez pointed out, though, that while ACUD No. 1 customers would not see the water rate increase as Donaldsonville customers would, existing ACUD customers would continue to pay a 10-mill property tax adopted in 2006 to pay for the debt taken out for ACUD's infrastructure. With all that taken together, he argued, overall water bills for city and existing ACUD No. 1 customers would end up about the same.

When and if the entire financing effort takes place, Martinez said, the ACUD system is projected to net \$525,000 per year in profit. The system now must rely on the general fund and other parish sources because it runs at an annual loss with its existing revenue sources.

The council previously had authorized Martinez to offer up to \$5 million to buy Peoples Water, but, at his request Thursday, the committee recommended the new offer price, plus other terms requested by Peoples Water.

The parish also must keep the 15 Peoples Water employees.

Martinez said Friday that the council could vote on the new offer as soon as Thursday evening in Donaldsonville.

Sherlock "Shockey" Gillet Jr., president of Peoples Water, confirmed Friday that the two sides had reached an agreement, but he was reluctant to offer many details due to confidentiality agreements his company has with the parish and Donaldsonville. He did say a lot of details must be worked out with the parish.

"It seems that it's going, as both partners are interested in it, and we'll just see if we get across the finish line," Gillet said.

He declined to comment on the status of Donaldsonville's purchase bid.


Peoples Water, which is based in Maryland, runs water systems in Bastrop and Pensacola, Florida, in addition to Donaldsonville. The company has been in the city since 1941.

Even if Martinez's deal gains council backing Thursday, he said the council would have to come back and adopt an ordinance — a process that happens over two meetings with extensive public advertising in advance. He said the deal would not be wrapped up until early December, just before his term as parish president ends.

Follow David J. Mitchell on Twitter, @NewsieDave.

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Indiana American Water Acquires American Suburban Utilities Water System in North Central Indiana

September 21, 2015 06:53 PM Eastern Daylight Time

GREENWOOD, Ind.--(BUSINESS WIRE)--Indiana American Water President Alan DeBoy today announced the company's acquisition of an investor owned water utility in north central Indiana from American Suburban Utilities. The purchase of the system increases the company's customer base by approximately 330 residents.

"The acquisition of this system will provide American Suburban water customers with lower rates and access to operations and capital management water professionals and a number of customer service options and payment methods," said DeBoy. "Indiana American Water already provides water service to the nearby City of West Lafayette in this part of the state, so this is a good fit for us and a continuation of our efforts to expand our presence across Indiana.

"The acquisition will also improve water quality for area residents," DeBoy continued. "We have made significant investments recently in new and existing water treatment facilities in the area, and customers should notice less iron and manganese in their water after we hook them into our West Lafayette water system."

The acquisition of the American Suburban Utilities system for approximately \$140,000 was approved by the Indiana Utility Regulatory Commission last month and closed by Indiana American Water and American Suburban on Monday, September 21, 2015. The American Suburban water system will be incorporated into the company's West Lafayette district, which currently serves approximately 11,000 customers or approximately 28,000 residents in the area.

About Indiana American Water

Indiana American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to more than 1.2 million people. Founded in 1886, American Water is the largest and most geographically diverse publicly traded U.S. water and wastewater utility company. With headquarters in Voorhees, N.J., the company employs 6,800 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found at www.amwater.com.

Contacts

Indiana American Water

Joe Loughmiller, 317-885-2434

Cell 317-903-7431

joe.loughmiller@amwater.com

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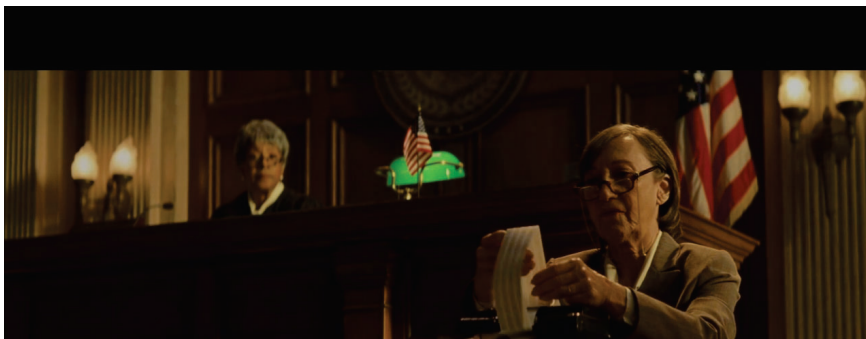
McHenry-, Island Lake-area water companies sale to Aqua Illinois approved by ICC

Unanimous vote means about doubled water bills for some families, businesses locally

By **EMILY K. COLEMAN** - ecoleman@shawmedia.com

Nov. 12, 2015

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1/27/2020

McHenry-, Island Lake-area water companies sale to Aqua Illinois approved by ICC | Northwest Herald

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[McHENRY](#) – The sale of two small water companies in unincorporated McHenry County to the state's second-largest water and sewer utility was approved by a state regulatory agency.

The unanimous approval by the five-member Illinois Commerce Commission means 510 single-family residential users and 20 commercial users in eastern unincorporated McHenry and western unincorporated [Island Lake](#) will see their water bills about double.

Aqua Illinois will take over the operations and maintenance over the Eastwood Manor and Nunda water companies in exchange for \$1.5 million in cash and company stock, according to its petition to the ICC.

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replacement of all of the meters so they can be read remotely, Blanchette testified.

The rate increases, which would bring Nunda and Eastwood users in line with the rest of the local division, would help pay for the work.

Customers in both systems using 5,000 gallons a month would see their bills jump to \$47.60, a 126 percent increase for Eastwood consumers and an 85 percent increase for Nunda consumers, according to testimony submitted by the company's controller, Paul Hanley.

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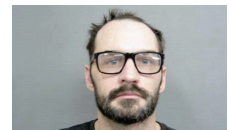
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April 20, 2016

Aqua America Completes Seven Acquisitions, Adds More Than 4,700 Customer Connections in Q1

BRYN MAWR, Pa.--(BUSINESS WIRE)-- Aqua America, Inc. (NYSE: WTR) announced today that the company has completed seven acquisitions in Pennsylvania, Illinois, Indiana and North Carolina during the first quarter of 2016, adding 4,722 customer connections.

- Superior Water Company, Inc. is comprised of five water systems that serve 3,868 customer connections (approximately 11,000 people) in parts of Berks, Chester and Montgomery counties in southeastern Pennsylvania
- The Galena wastewater system serves 123 wastewater connections (approximately 400 people) near Greenville in Floyd County, Indiana.
- The Eastwood Manor Water Company and the Nunda Utility Company in McHenry County, Illinois collectively serve 525 customer connections and approximately 1,600 people. Both systems were acquired under the provisions of the Illinois Water Systems Viability Act 98-0213, a law that promotes the acquisition of smaller, often troubled utilities by larger, more efficient utilities.
- The water and wastewater utility assets of Golf Greenwood Gardens Improvement Association each serve 72 customer connections located in unincorporated Cook County, within Aqua Illinois' existing North Maine Utility's certificated area.
- The Clear Meadow water system in the Mint Hill area of Mecklenburg County, North Carolina serves 62 customer connections.

"We welcome our new customers in these four states," said Executive Vice President for Strategy and Corporate Development Dan Schuller. "We look forward to serving these customers and investing in the utility infrastructure necessary to provide them with the quality water and reliable water and wastewater service they deserve, and for which Aqua is known."

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information.

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to invest capital in these systems. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: the successful integration of the customers and the facilities; the company's ability to execute capital improvements to ensure compliance with state and federal environmental regulations; and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Aqua America's business, please refer to Aqua America's annual, quarterly and other SEC filings. Aqua America is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRF

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Aqua America, Inc.
Donna Alston
Manager, Communications
O: 610-645-1095
M: 484-368-4720
DPAlston@AquaAmerica.com

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**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held December 17, 2015

Commissioners Present:

Gladys M. Brown, Chairman
John F. Coleman, Jr., Vice Chairman
Pamela A. Witmer
Robert F. Powelson
Andrew G. Place

Application of the Pennsylvania-American Water Company - Wastewater Division (PAWC-WD) for approval of (1) the transfer, by sale, of substantially all of the wastewater system assets and rights of Fairview Township to PAWC-WD, and (2) the right of PAWC-WD to furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania

A-2015-2486532

ORDER

BY THE COMMISSION:

By the application (Application) filed on June 5, 2015, the Pennsylvania-American Water Company - Wastewater Division (PAWC-WD), utility code 230073, 800 West Hersheypark Drive, Hershey, PA 17033, seeks a certificate of public convenience pursuant to Sections 1102(a)(1)(i) and (3) of the Public Utility Code, 66 Pa. C.S. §§ 1102(a)(1)(i), and (3), evidencing Commission approval of: 1) the acquisition by PAWC-WD of substantially all of the wastewater system assets of Fairview Township,

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and 2) the right of PAWC-WD to begin to offer or furnish wastewater service to the public in a portion of Fairview Township, York County, Pennsylvania. PAWC-WD is a wholly-owned division of the Pennsylvania-American Water Company (PAWC), utility code 212285.

I. BACKGROUND AND AFFECTED ENTITIES

Proofs of publication and service to appropriate entities were submitted by PAWC-WD. In addition, notice of this Application was published in the *Pennsylvania Bulletin*, 45 Pa.B. 3297, on Saturday, June 20, 2015. The protest period ended July 6, 2015. No protests were filed and no hearings were held.

PAWC-WD is a regulated public utility company, duly organized and existing under the laws of the Commonwealth of Pennsylvania. PAWC-WD is currently engaged in the business of collecting, treating, transporting and disposing of wastewater and sewage for the public. PAWC-WD and its parent company, PAWC, respectively furnish wastewater and water service to the public in service territories encompassing more than 400 communities across the Commonwealth with a combined population of over 2,200,000. As of April 30, 2015, PAWC-WD furnished wastewater service to 17,198 customers as follows: 16,254 residential, 882 commercial, 7 industrial, 51 municipal and 4 bulk. The Application provided a description of PAWC-WD's and PAWC's certificated service territories, along with a detailed history that outlined all the mergers, acquisitions and consolidations which have created PAWC-WD and PAWC as both utilities exist today.

Fairview Township is a township of the second class, organized and existing under the laws of the Commonwealth of Pennsylvania, which owns and operates wastewater systems that provide wastewater collection, conveyance, treatment and disposal services to the public in Fairview Township, York County. Two of Fairview Township's

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wastewater systems include wastewater treatment plants (WWTPs) while the third system collects and conveys wastewater to a WWTP owned and operated by a municipal authority in another municipality. As of April 30, 2015, Fairview Township furnished wastewater service to 3,912 customers consisting of 3,724 residential and 188 commercial customers. Fairview Township has a mailing address of 599 Lewisberry Road, New Cumberland, PA 17070.

II. LOCATION OF FACILITIES TO BE ACQUIRED

Fairview Township is located in the northern most portion of York County. Cumberland County and the Yellow Breeches Creek border Fairview Township to the northwest and Dauphin County and the Susquehanna River border the Township to the northeast. Two interstate highways, I-83 and I-76 (Pennsylvania Turnpike) traverse the Township. Interstate I-83 crosses the Township generally from north to south while the Pennsylvania Turnpike crosses from east to west. The junction of the two interstate highways is situated in the northern portion of the Township. According to mapping depicting the existing sewer areas in Fairview Township's Act 537 Sewage Facilities Plan Update (Act 537 Plan Update) approved by the Pennsylvania Department of Environmental Protection (DEP) on July 27, 2011, Fairview Township's wastewater system assets are situated within the following three service areas that are generally described in terms of each service area's proximity to Interstate I-83 and the Pennsylvania Turnpike:

1. Fairview Township's North WWTP service area, which is generally the northcentral and northeastern portions of Fairview Township situated along the Interstate I-83 corridor between the Pennsylvania Turnpike and Reesers Summit and extending east to the Susquehanna River,

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2. Fairview Township's South WWTP service area, which is generally the south-central portion of Fairview Township situated along the Interstate I-83 corridor between Reesers Summit and the border with Newberry Township, and
3. Lower Allen Township's WWTP service area, which is generally the developed portion of Fairview Township located north of the Pennsylvania Turnpike and west of Interstate I-83.

Maps depicting the proposed wastewater service territory and a description of the proposed territory's boundaries are contained in the Application marked as Exhibit L. The proposed overall wastewater service territory area encompasses approximately 7,517 acres. PAWC provides water service in a portion of Fairview Township and Fairview Township's wastewater systems are contained within PAWC's existing water system footprint.

III. DESCRIPTION OF FACILITIES TO BE ACQUIRED

As of December 31, 2014, Fairview Township owned and maintained wastewater system assets that include approximately 360,600 feet (68 miles) of collection and conveyance pipe, approximately 1,700 manholes, 12 pump stations, and two wastewater treatment plants. Fairview Township's wastewater system assets consist of three separate systems. Two of Fairview Township's wastewater systems, the North and South wastewater systems, provide collection, conveyance, treatment and disposal services to approximately 3,300 customers while its third system provides wastewater collection and conveyance services to approximately 600 customers with treatment and disposal provided by the Lower Allen Township Authority's wastewater treatment facility.

Fairview Township's North WWTP service area, generally situated in the northcentral and northeastern portions of the Township, has a collection and conveyance

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system that includes approximately 99,200 feet (18 miles) of sewer pipe, approximately 510 manholes and four pump stations. According to Fairview Township's 2014 Annual Municipal Wasteload Management Report for the North WWTP (North WWTP's 2014 Report), the North WWTP's collection and conveyance facilities include sewer mains ranging in size from 8 to 12 inches in diameter. The North WWTP's 2014 Report states there are no known major problems within the North WWTP's collection system and there are no combined sewers in the collection system. Further, the North WWTP's 2014 Report states the oldest sewer lines contributing flow to the North WWTP were constructed in 1965 and describes the overall condition of the collection system as being reflective of its age and materials of construction.

The North WWTP operates under the National Pollutant Discharge Elimination System (NPDES) Permit No. PA0081868 and has a permitted and designed average wastewater flow of 0.726 million gallons per day (MGD) based on monthly average flow and 1.206 MGD based on maximum monthly flow. Following its original construction in 1965, the North WWTP underwent upgrades in 1992 and again in 2013. Improvements to the wastewater treatment plant constructed in 2013 consisted of a new headworks building, screening and replacement of chlorine disinfection with ultraviolet (UV) disinfection. The North WWTP's process now consists of preliminary screening, extended aeration activated sludge, final clarification and UV disinfection. Solids are wasted periodically and are transported to Fairview Township's South WWTP for further processing. The effluent is discharged into Lower Allen Township Authority's outfall interceptor that leads to the Susquehanna River, which is governed by the Fairview Township and Lower Allen Township Authority agreement for Fairview Township to have capacity rights to discharge treated wastewater into Lower Allen Township Authority's outfall interceptor. In addition, Fairview Township maintains an agreement with the Red Barn Trading Company for the purchase of 20,000 pounds total nitrogen credits per year for 15 years (i.e., 2010 to 2024) to comply with the Chesapeake Bay requirements contained in the North WWTP's NPDES Permit.

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Fairview Township's South WWTP service area, generally situated in the southcentral portion of the Township, has a collection and conveyance system that includes approximately 210,600 feet (40 miles) of sewer pipe, approximately 1,010 manholes and six pump stations. According to Fairview Township's 2014 Annual Municipal Wasteload Management Report for the South WWTP (South WWTP's 2014 Report), the collection and conveyance facilities include sewer mains ranging in size from 8 to 16 inches in diameter. The South WWTP's 2014 Report states there are no known major problems within its collection system which was primarily constructed in 1993. The South WWTP's 2014 Report describes the collection system as in relatively good condition. There are no combined sewers in the South WWTP's collection system.

The South WWTP operates under NPDES Permit No. PA0082589 and has the permitted and designed average wastewater flow of 0.50 MGD based on monthly average flow and 0.94 MGD based on maximum monthly flow. The South WWTP was constructed in 1993 and consists of preliminary screening, sequencing batch reactors and disinfection with chlorine. The treated wastewater is discharged to an unnamed tributary to Fishing Creek. Solids handling facilities are comprised of an aerobic digester/storage tank and belt press filtration. Dewatered biosolids are disposed of at Modern Landfill in Lower Windsor and Windsor Townships, York County. Fairview Township maintains an agreement with the Red Barn Trading Company for the purchase of 20,000 pounds total nitrogen credits per year for 15 years (i.e., 2010 to 2024) to comply with the Chesapeake Bay requirements contained in the South WWTP's NPDES Permit.

Fairview Township's wastewater service area that collects and conveys wastewater flow to the Lower Allen Township Authority's WWTP, generally situated in the northwest portion of the Township, has a collection and conveyance system that includes approximately 50,800 feet (10 miles) of sewer pipe, approximately 200 manholes, and two pump stations. According to PAWC, the collection area encompasses

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approximately 670 acres and the collection and conveyance facilities include interceptors and gravity sewer mains ranging in size from 8 to 10 inches in diameter along with 2 inch diameter force mains that transport wastewater to the Lower Allen Township Authority's WWTP. The flow of wastewater from Fairview Township to the Lower Allen Township Authority WWTP is governed by an agreement between the two entities that allocates reserve capacity to Fairview Township at the Lower Allen Township Authority's WWTP for the collection, transportation, treatment and discharge of sewage.

IV. PURCHASE AGREEMENT

On June 1, 2015, PAWC-WD entered into a purchase agreement (Agreement) with Fairview Township by which PAWC-WD agreed to purchase the wastewater system assets of Fairview Township for the consideration of \$16,800,000. In addition, PAWC-WD will pay Fairview Township for the costs incurred by Fairview Township less the reimbursement from the Pennsylvania Turnpike Commission for the Lewisberry Road sewer main relocation project, referred to as the Turnpike Relocation Project, up to a maximum of \$1,000,000. Both the purchase price and the reimbursement shall be paid to Fairview Township on the date of closing. A copy of the Agreement is attached to the Application and is marked as Exhibit F. According to PAWC-WD, the negotiations were conducted at arm's length. PAWC-WD and Fairview Township are not affiliated with each other. Also, PAWC-WD states no investment securities will be transferred in the proposed transaction.

PAWC-WD will purchase Fairview Township wastewater system assets as defined in the Agreement's Section 1.1. Generally, the Agreement states that every asset, property and right owned by Fairview Township and used in the provision of sanitary wastewater service, whether real, personal, mixed, tangible or intangible, and including all the physical plant, property, equipment, and facilities comprising the wastewater systems owned by Fairview Township shall be conveyed. Also, included in the acquired

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assets is the remaining deposit balance from the contract with the Red Barn Trading Company as well as developer/customer deposits.

Excluded assets are described in the Agreement's Section 1.2 and specifically exclude sewer service laterals on the customer side, any and all grinder pump units and related appurtenances of the individual customers, and all storm water system facilities as well as the assets listed in the Agreement's Schedule 1.2. The list of excluded assets in the Agreement's Schedule 1.2 consists of cash, accounts receivable, two-way radio communications equipment, 2005 John Deere tractor, 2011 Ford F-550 truck, Mitel phone equipment, Trimble survey equipment and a push camera. Excluded liabilities are discussed in the Agreement's Section 1.3 and specifically exclude any liabilities of Fairview Township including any obligations owed by Fairview Township to others.

The Agreement's Section 4.8 mentions that, at the time of closing, PAWC-WD and Fairview Township will enter into a mutually agreeable lease to allow Fairview Township's continued use of the existing yard waste and household electronics recycling center located adjacent the Fairview Township's North WWTP until such time as Fairview Township is able to relocate the recycling center to another site.¹

The Agreement's Schedule 4.11 lists a land lease agreement between the Fairview Township Authority and the Pennsylvania Cellular Telephone Corp., dated April 18, 1996, for the installation of a communication tower. The initial annual rent was \$13,200 and is adjusted periodically based upon the National Consumer Price Index. The maximum length of term for this lease is 25 years. Schedule 4.11 also lists the

¹ See Docket U-2015-2507298 filed by PAWC-WD on October 5, 2015. The term of the subject Lease is three years and the rent will be \$1.00 annually. In addition, Fairview Township has agreed to pay PAWC-WD 10% of all taxes or assessments against the premises located at 57 Fairview Road, New Cumberland, Pennsylvania 17070. The property PAWC-WD is acquiring from Fairview Township for the North WWTP is comprised of six separate parcels of which two appear to contain the proposed lease area for the recycling center.

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assignment of the communication tower's land lease agreement to Fairview Township dated June 25, 1997.

The Agreement's Section 4.12 and Schedule 4.12 identify the following known contracts that Fairview Township has relating to its wastewater systems:

1. Red Barn Trading Agreement of Sale - On April 10, 2008, the Fairview Township Authority and Fairview Township entered into an agreement with the Red Barn Trading Company for the Fairview Township Authority and Fairview Township to purchase in advance \$375,000 nitrogen water quality nutrient credits for a period of 15 years. Each year \$12,500 of this advance payment is used to meet the annual obligation. As of December 31, 2014, \$312,500 of the advance payment was still available. During 2014, Fairview Township paid \$100,051, net of the \$12,500 advance payment, for the nutrient credits. Fairview Township has commitments through 2024 of \$1,016,477, net of the advance payment of \$312,500 as of December 31, 2014. According to the Agreement, the Red Barn Trading Agreement of Sale will be assigned to PAWC-WD.
2. Reservation of Capacity Fee Agreements - The following is a list of the six owners who purchased capacity fee reservations from Fairview Township along with their equivalent dwelling unit (EDU) allocation: Chris McKinney (1 EDU); Paul E. Shearer Trust (3 EDUs); DJH Penn Valley (13 EDUs); Eastern Development & Planning (157 EDUs); Old York Developers, LLC (26 EDUs); and Gemcraft Homes (39 EDUs). While the Application references these agreements, the filing is silent as to whether PAWC-WD will assume the same. Therefore, we shall direct PAWC-WD to provide copies of the agreements and clarify its intention thereto.

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3. Prepaid Tapping Fee Agreements - The following is a list of 8 owners who purchased prepaid tapping fees with their remaining EDUs and associated EDU value: Briarcliff, Phase 1 & 2 (3 EDUs, \$9,045); Old Orchard, Phase 3 (46 EDUs, \$204,240); Woods @ Deer Run (7 EDUs, \$31,080); Pelleschi (2 EDUs, \$8,880); Beinhower (2 EDUs, \$8,880); Woodbridge, Phase 7 – S&A (6 EDUs, \$26,640); Woodbridge, Phases 8-11 (31 EDUs, \$252,030); and Weatherstone (27 EDUs, \$108,27). According to the Agreement, the Prepaid Tapping Fee Agreements will be assigned to PAWC-WD.

4. Lower Allen Township Agreement for Connection to the Outfall Line of the Lower Allen Township Authority - The original agreement was between the Fairview Township Authority and the Lower Allen Township Authority is dated December 28, 1976. This agreement was amended twice: first on June 6, 1994 and then on March 13, 2000. The total reserved outfall capacity from Fairview Township's North wastewater treatment plant in the Lower Allen Township Authority outfall line is 726,000 gallons per day. According to the Agreement, the Connection to the Outfall Line of the Lower Allen Township Authority Agreement will be assigned to PAWC-WD.

5. Lower Allen Township Agreement for Collection, Transportation, Treatment, and Discharge of Sewage from Portions of Fairview Township - The original Agreement between the Fairview Township/Fairview Township Authority and the Lower Allen Township is dated December 28, 1976. This agreement was amended twice; first on September 6, 1990 and then on September 4, 1997. This agreement with Lower Allen Township is for the collection, transportation, treatment and discharge of sewage from portions of Fairview Township. According to the Agreement, the Collection, Transportation, Treatment, and Discharge of Sewage from Portions of Fairview Township Agreement with Lower Allen Township will be assigned to PAWC-WD.

Appendix A-5.2 (ScottMadden)

Finally, the Agreement's Section 6.2.3 states that PAWC-WD will construct at its sole cost and expense the Phase 2 Collection System Extension within the North WWTP's service area as identified in Fairview Township's Act 537 Plan Update. The Phase 2 Collection System Extension will be constructed within the time frame stipulated and agreed to with DEP, which as of June 1, 2015, is December 31, 2016. Prior to closing, Fairview Township shall have completed the design for the Phase 2 Collection System Extension and shall have all permits in hand and shall have secured easements, rights-of-way and property necessary for the project. The Phase 2 Collection System Extension will include the construction of 21,425 feet of gravity sewer pipe; 9,110 feet of force main; 735 feet of low pressure sewer pipe and three pump stations. The project is expected to cost approximately \$8,297,000 and will serve approximately 250 additional customer connections.

V. ADDITIONAL CAPITAL REQUIREMENTS

PAWC-WD provided supplemental information stating it will spend approximately \$13.1 million on improvements to Fairview Township's wastewater system and anticipates completing the capital improvements within the first five years of ownership. Of the \$13.1 million in proposed improvements, approximately \$8.3 million is for the construction of the sewer extension to serve Fairview Farms, which is identified as the Phase 2 Sewer Project in Fairview Township's Act 537 Plan Update. The Meadowbrook Mobile Home Park is included in the Fairview Farms sewer service area.

Appendix A-5.2 (ScottMadden)

PAWC-WD Capital Improvements Schedule and Cost Estimate for Fairview Township Wastewater Systems

| Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|-------------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|---------------------|
| Infiltration and Inflow Study | \$46,970 | \$53,680 | \$0 | \$0 | \$0 | \$100,650 |
| Targeted Sewer Replacements | \$0 | \$0 | \$1,006,500 | \$1,006,500 | \$1,006,500 | \$3,019,500 |
| Flow Meter Installation | \$134,200 | \$0 | \$0 | \$0 | \$0 | \$134,200 |
| Safety and Security | \$67,100 | \$0 | \$0 | \$0 | \$0 | \$67,100 |
| Pump Station SCADA | \$106,018 | \$0 | \$0 | \$0 | \$0 | \$106,018 |
| Pump Station Improvements | \$201,300 | \$247,599 | \$0 | \$0 | \$0 | \$448,899 |
| Treatment Plant SCADA | \$127,490 | \$0 | \$0 | \$0 | \$0 | \$127,490 |
| Treatment Plant Improvements | \$134,200 | \$641,476 | \$0 | \$0 | \$0 | \$775,676 |
| Phase 2 Sewer Project | \$4,148,257 | \$4,148,257 | \$0 | \$0 | \$0 | \$8,296,514 |
| TOTALS | \$4,965,535 | \$5,091,012 | \$1,006,500 | \$1,006,500 | \$ 1,006,500 | \$13,076,047 |

The following are the tentative journal entries that will be used to record the Fairview Township wastewater system purchase into the accounts of PAWC-WD:

| | <u>Debit</u> | <u>Credit</u> |
|--------------------------------------|--------------|---------------|
| Utility Plant | \$27,499,024 | |
| Accumulated Depreciation | | \$12,213,025 |
| Utility Plant Acquisition Adjustment | \$1,514,001 | |
| Short Term Debt | | \$16,800,000 |

PAWC-WD will undertake an original cost study and will establish the depreciated original costs of Fairview Township's wastewater system assets including any contributed property. Subsequently, PAWC-WD will amend the pro forma balance sheet giving effect to the transfer. PAWC-WD will initially finance the purchase by short term bank debt that will be replaced through the issuance of long-term debt at the appropriate time.

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VI. PROPOSED RATES

At the time of closing, the Fairview Township wastewater customers will be transferred to PAWC-WD at Fairview Township's existing rates, which shall be maintained at least until December 31, 2017 as specified in the Agreement. However, PAWC-WD intends to bill on a monthly basis in lieu of quarterly billing and will propose in its next base rate filing to move the flat rate customers to a volumetric-based tariff rate. In addition, PAWC-WD will apply its currently tariffed rules and regulations as well as miscellaneous fees including the capacity reservation fee in lieu of Fairview Township's current tap-in fee effective at closing.

For residential customers, Fairview Township currently charges a quarterly flat rate of \$192 per EDU in accordance with Sections 232-14 and A302-1 of its municipal ordinances. Further, Section 232-13 of Fairview Township's municipal ordinance, last amended December 6, 2010, defines an EDU as a daily sewage flow in any amount up to 225 gallons per day. Accordingly, a typical Fairview Township residential customer using 10,950 gallons per quarter with a 1 EDU allocation currently pays \$192 quarterly or \$768 annually. After closing, the same Fairview Township residential customer will pay \$64 monthly or \$768 annually. Under PAWC-WD's current Zone 1 Rates, the same Fairview Township residential customer would pay \$54.51 per month (\$7.50 Service Charge + [$\$1.2880 \text{ Usage Charge}/100 \text{ gallons} \times 3,650 \text{ gallons}$]) or \$654.12 annually.

PAWC-WD represents that the Fairview Township non-residential customers are metered and billed on a volumetric-basis. Accordingly, a typical Fairview Township non-residential customer using 55,290 gallons per quarter with a 1 EDU allocation currently pays \$636.17 quarterly ($\$233.00 \text{ per EDU} + [(55,290 \text{ gallons} - 20,250 \text{ gallons}) \times \$1.1506/100 \text{ gallons}]$) or \$2,544.68 annually. After closing, the same Fairview Township non-residential customer will pay \$212.06 monthly ($\$77.67 \text{ per EDU} +$

Appendix A-5.2 (ScottMadden)

[(18,430 gallons – 6,750 gallons) x \$1.1506/100 gallons]) or \$2,544.72 annually. Under PAWC-WD's current Zone 1 Rates, the same Fairview Township non-residential customer would pay \$226.31 monthly (\$20.00 Service Charge + [\$1.1194 Usage Charge/100 gallons x 18,430 gallons]) or about \$2,715.72 annually.

We note that Fairview Township also has a non-metered quarterly flat rate contained in Sections 232-14 and A302-1 of its municipal ordinances. For clarification, we shall direct PAWC-WD to confirm whether all non-residential customers are metered and, if not, how those customers will be billed.

In supplemental information provided, PAWC-WD estimated its annual revenue based upon Fairview Township's 2014 financial information will be approximately \$4,198,000. PAWC-WD estimated its annual operating expenses will be \$2,191,000 producing an estimated operating income of approximately \$2,007,000 (\$4,198,000 Annual Revenues – \$2,191,000 Annual Expenses).

VII. OPERATIONS UNDER PAWC-WD

PAWC-WD's target date to begin providing service to the homes currently served by the Fairview Township wastewater systems is immediately upon closing. PAWC-WD stated Fairview Township's wastewater systems will be operated as stand-alone systems and will be operated and managed from PAWC's Mechanicsburg operations.

VIII. ACT 537 SEWAGE FACILITIES PLAN AND LAND-USE PLANNING COMPLIANCE

PAWC-WD stated its proposed service territory is in accordance with Fairview Township's Act 537 Plan Update as approved by DEP on July 27, 2011. The proposed service territory includes the Timber Ridge and Fairview Farms areas of Fairview

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Township. The Timber Ridge area is being served by the Phase 1 Collection System extension to the North WTP. The Fairview Farms area will be served by the Phase 2 Collection System extension to the same plant.

PAWC-WD sent letters to Fairview Township and the York County Planning Commission seeking verification that its acquisition of the Fairview Township wastewater system will comply with municipal and county land use planning. PAWC-WD submitted copies of the subject request letters that it sent to Fairview Township and York County along with corresponding certified mail receipts as well as the responses from entities indicating the acquisition is in compliance with current municipal and county land use planning.

IX. OTHER CONSIDERATIONS

According to DEP, PAWC-WD and Fairview Township have no outstanding compliance or operational issues. Also, PAWC-WD is current with its annual, quarterly earnings and security planning and readiness report filing requirements. Further, PAWC-WD has no outstanding fines or assessments due to the Commission.

X. CONCLUSION

PAWC-WD avers the proposed transfer will have no detrimental effect on the service provided to PAWC-WD's existing customers or the customers transferred by Fairview Township. The transferred customers will receive the benefit of PAWC-WD's experience in managing and operating wastewater systems which will result in efficiencies and improvements in service. PAWC-WD's existing customers will benefit because the acquisition will expand the customer base, over which existing costs are recovered and thereby stabilize per-customer costs. PAWC-WD also has the managerial, technical and financial capabilities to safely and adequately operate the Fairview

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Township's wastewater systems in compliance with the Public Utility Code, the Clean Streams Law and other regulatory requirements, and to make improvements as needed, on a short and long term basis.

Based upon the facts that PAWC-WD will expand its service territory to customers in compliance with Commission regulations and that PAWC-WD will be meeting the needs of new customers without any detriment to its existing customers, the Commission finds that granting PAWC-WD's application for the acquisition is necessary or proper for the service, accommodation, convenience, or safety of the public;

THEREFORE,

IT IS ORDERED:

1. That the Application of the Pennsylvania-American Water Company - Wastewater Division at Docket A-2015-2486532 is hereby approved.
2. That Pennsylvania-American Water Company - Wastewater Division shall notify the Commission within 10 days of the closing with Fairview Township.
3. That upon notice of closing, a Certificate of Public Convenience be issued pursuant to 66 Pa. C.S. § 1102(a)(1)(i) evidencing Commission approval for the Pennsylvania-American Water Company - Wastewater Division to begin to offer, render, furnish and supply wastewater service to the public in a portion of Fairview Township, York County.
4. That within 10 days of the date of this Order, Pennsylvania-American Water Company - Wastewater Division shall provide the Commission with clarification as to how each of Fairview Township's 188 non-residential wastewater customers were previously billed (i.e., flat rate, volumetric-based, or other) in order to verify

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Pennsylvania-American Water Company – Wastewater Division’s commitment to retaining the same rates as Fairview Township.

5. That a Certificate of Public Convenience be issued pursuant to 66 Pa. C.S. § 1102(a)(3) evidencing Commission approval of the acquisition by the Pennsylvania-American Water Company - Wastewater Division of substantially all of the wastewater system assets of Fairview Township as described in the Application.

6. That Pennsylvania-American Water Company - Wastewater Division will file copies of its original cost study of the wastewater system assets acquired from Fairview Township with the Secretary’s Bureau and the Bureau of Technical Utility Services, upon completion of said study.

7. That Pennsylvania-American Water Company - Wastewater Division file copies of all the Reservation of Capacity Fee Agreements listed in the Application’s Schedule 4.12 with the Secretary’s Bureau and the Bureau of Technical Utility Services within 10 days of the closing with Fairview Township and clarify whether PAWC-WD will assume responsibility for the agreements.

8. That Pennsylvania-American Water Company - Wastewater Division file copies of all the Prepaid Tapping Fees Agreements listed in the Application’s Schedule 4.12 with the Secretary’s Bureau and the Bureau of Technical Utility Services within 10 days of the closing with Fairview Township.

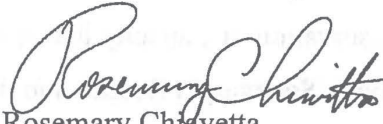
9. That Pennsylvania-American Water Company - Wastewater Division shall file a tariff supplement incorporating Fairview Township’s wastewater service territory and existing wastewater service rates within 10 days following the date of closing, to become effective on one day’s notice.

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10. That nothing herein shall be construed as an approval or determination of costs or expenses for the purpose of just or reasonable rates or to exempt Pennsylvania-American Water Company - Wastewater Division from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

11. That a copy of this Order be served upon The Pennsylvania-American Water Company - Wastewater Division, York County Commissioners, Fairview Township Board of Supervisors, the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate, the Department of Revenue, the Bureau of Corporate Taxes, the Department of Environmental Protection – Southcentral Regional Office and its Central Office Bureau of Regulatory Counsel.

BY THE COMMISSION,


Rosemary Chivetta
Secretary

(SEAL)

ORDER ADOPTED: December 17, 2015

ORDER ENTERED: December 17, 2015

Appendix A-5.2 (ScottMadden)



Pennsylvania American Water Acquires Municipal Wastewater System in York County

December 22, 2015 12:08 PM Eastern Standard Time

HERSHEY, Pa.--(BUSINESS WIRE)--Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), announced today that it has acquired the wastewater system of Fairview Township, York County. The purchase price for acquisition is approximately \$16.8 million.

The newly acquired system provides wastewater service to approximately 4,000 customers, including more than 200 businesses and commercial accounts where Pennsylvania American Water is already the provider of water service for Fairview Township.

"We are very pleased to close the year with a significant acquisition that further expands our roster of wastewater operations," said Pennsylvania American Water President Kathy L. Pape. "The acquisition provides a long-term wastewater solution and financial relief for the local community, and is also a perfect fit within our existing water footprint."

In addition to the \$16.8 million purchase price, the company agreed to invest \$13 million in system improvements and reimburse the township for up to \$1 million for a sewer line relocation project related to the Pennsylvania Turnpike.

"This transaction brings a number of benefits for our community," said Fairview Township Board of Supervisors Chairman Robert P. Stanley Jr. "As a result of the sale, township residents will receive a 50 percent reduction in real estate taxes in 2016. The sale's proceeds will help pay off approximately \$21 million in sewer debt and avoid an anticipated \$14 million in additional debt that might have been incurred to complete planned projects."

Under terms of the purchase agreement approved by the Pennsylvania Public Utility Commission, Pennsylvania American Water has adopted Fairview Township's existing wastewater rates through December 31, 2017. In addition, the four township employees who operate the wastewater system have been offered employment with Pennsylvania American Water.

As part of its \$13 million capital improvement commitment, Pennsylvania American Water will install approximately 23,500 feet of new wastewater lines to provide public wastewater service to about 200 homes and businesses in Fairview Township. Furthermore, under the company's ownership, the \$9,500 per EDU tap-in fee for existing homes and businesses, which the township had been charging, will not be required. The company's tap-in fees for new homes and business will be \$4,000 per EDU.

Appendix A-5.2 (ScottMadden)

This transaction follows a series of acquisitions announced by the company in October, comprising five municipal and privately owned water and wastewater systems in Clarion, Northumberland and Butler counties. Pennsylvania American Water also operates wastewater systems in Adams, Beaver, Chester, Monroe, Pike and Washington counties.

Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), is the largest water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 2.2 million people. Founded in 1886, American Water is the largest and most geographically diverse publicly traded U.S. water and wastewater utility company. With headquarters in Voorhees, N.J., the company employs approximately 6,800 dedicated professionals who provide drinking water, wastewater and other related services to an estimated 15 million people in 47 states and parts of Canada.

This release contains forward looking statements, including, among others, our plan to continue our long-term strategy of capital investment in our systems. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions, unfavorable weather conditions, changes in regulations or regulatory treatment and availability and the cost of capital. We undertake no obligation to publicly update or revise any forward-looking statement.

Contacts

Pennsylvania American Water

Terry Maenza

T: 610-670-7789 ext. 1009

M: 610-849-6484

terry.maenza@amwater.com

Appendix A-5.2 (ScottMadden)



December 29, 2015

Aqua America Subsidiaries End 2015 With 16 Acquisitions

Three completed in 4Q - total includes four municipal systems

BRYN MAWR, Pa.--(BUSINESS WIRE)-- Aqua America, Inc. (NYSE: WTR) announced that its subsidiaries in Pennsylvania and Virginia completed purchases of one wastewater and two water utilities in the fourth quarter of this year, bringing its total to 16 acquisitions for 2015.

- Aqua Virginia acquired the assets of the Captain's Cove Utility Company in Accomack County, Virginia, which provides water and wastewater service to the Captain's Cove subdivision in that county for \$2.4 million. The utility has 977 active water customer connections and 280 active wastewater connections. There are also 2,489 availability customers who currently pay for service to properties planned for future construction.
- Aqua Pennsylvania completed the \$231,000 purchase of the Robin Hood Lakes Water Company, which serves Polk Township, helping to fill out its footprint in Monroe County where Aqua Pennsylvania serves customers in Hamilton and Ross townships. The system consists of 210 customer connections and serves approximately 600 people.

"Our business development team worked very hard this year to complete 16 acquisitions, including four municipal deals, which added 10,588 additional customer connections to Aqua's growing customer base," said Aqua America President and CEO Christopher Franklin. "We have seen more municipalities considering their options now that recent legislation in several states has allowed regulated utilities to pay fair market value for these municipal assets."

Franklin notes that as a result of these new customers and organic growth of approximately 0.6 percent, the company anticipates meeting its 2015 customer base growth goal of 1.7 to 2 percent.

"I'm confident our new customers in Pennsylvania and Virginia will find that Aqua offers exceptional service and improved infrastructure in the communities we have the privilege to serve," Franklin said. "We welcome them to Aqua."

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information.

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to invest capital, receive governmental approval of the transition and close the acquisition. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions; the company's ability to meet its anticipated growth goals, the successful integration of the customers, employees and the acquired facilities; and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Aqua America's business, please refer to Aqua America's annual, quarterly and other SEC filings. Aqua America is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRF

View source version on [businesswire.com](http://www.businesswire.com/news/home/20151229005405/en/): <http://www.businesswire.com/news/home/20151229005405/en/>

Aqua America, Inc.
Gretchen Toner
O: 610-645-1175
M: 484-368-4816
GMToner@AquaAmerica.com
or

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Illinois American Water Acquires Dana/Long Point/Reading/Ancona Public Water District Water System

Acquisition will add about 150 new direct customers in Streator District

January 26, 2016 04:14 PM Eastern Standard Time

STREATOR, Ill.--(BUSINESS WIRE)--Illinois American Water President Bruce Hauk today announced the Company's acquisition of the Dana/Long Point/Reading/Ancona Public Water District (Water District) water system. The purchase of the system adds approximately 150 customers to the Company's customer base in the Streator District and serves a population of nearly 300 residents.

Illinois American Water is familiar with the Water District water system, and vice versa. Since 2009, the Water District continued to own its water distribution system while Illinois American Water operated and maintained the system. With the dissolution of the Water District in April 2015, the Water District chose to sell the water system to Illinois American Water.

"We have a strong legacy and presence in this area and nearby Streator where we've been providing water service for over 125 years," said Bruce Hauk, president of Illinois American Water. "With this acquisition, we will expand our existing footprint and help ensure local residents have access to a long-term, reliable water supply for years to come."

Former Water District Board President Ron Guest said, "We are pleased residents will continue to have excellent water service from Illinois American Water and also have access to all of the benefits their customers enjoy. Residents are assured of not only a reliable water supply, but one of high quality."

The appraisal process used for the system was conducted under the supervision of the Illinois Commerce Commission (ICC) and established as part of the Illinois Water Systems Viability Act. According to Hauk, this new law gives communities an alternative to value their water and/or wastewater system when considering being acquired by an investor-owned water utility. He said, "Previous law only allowed the investor-owned water or sewer utility to pay the original cost minus depreciation to acquire a small system, public or private. Because of this, systems were deprived of receiving adequate value for their system."

The acquisition of the Water District water system for \$1.075 million was approved by the ICC on Dec. 16, 2015. The sale was closed today, Jan. 26, 2016, by Illinois American Water and the Water District. Customers will receive an Illinois American Water welcome packet in the mail.

Under Illinois American Water's ownership, Water District customers will experience a decrease in their water bill due to no longer being required to reimburse the Water District for the local water system infrastructure. This will result in an approximate decrease of about \$45 a month per customer. The typical residential customer uses between 4,500 and

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6,000 gallons of water per month. Under Illinois American Water's rate structure, customers using about 5,000 a month will pay a little over \$44.00 a month for water service.

The Water District will be incorporated into the company's Streator District service area and join Illinois American Water's other systems as a regulated utility under the jurisdiction of the ICC. Customers with questions may contact the local operations office at 815-672-4557.

About Illinois American Water

Illinois American Water, a wholly owned subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.2 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Belleville.

Founded in 1886, American Water is the largest and most geographically diverse publicly traded U.S. water and wastewater utility company. With headquarters in Voorhees, N.J., the company employs 6,800 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found at www.amwater.com.

Contacts

Illinois American Water

Karen Cotton, 309-566-4126

karen.cotton@amwater.com

Appendix A-5.2 (ScottMadden)



Illinois American Water Acquires Village of Ransom Water System

Acquisition will add about 170 new water customers in Streator District

April 26, 2016 03:24 PM Eastern Daylight Time

RANSOM, Ill.--(BUSINESS WIRE)--Illinois American Water President Bruce Hauk, today announced the Company's acquisition of the Village of Ransom water system. The purchase of the system adds approximately 170 customers to the Company's customer base in the Streator District and serves a population of nearly 370 residents.

The Village of Ransom Board voted in favor of the sale on Sept. 9, 2015 and the Illinois Commerce Commission (ICC) approved the sale for \$175,000 on Feb. 24, 2016. Today, Illinois American Water acquired the water system.

"We look forward to investing in the Village of Ransom and ensuring customers have access to quality water service," said Hauk. "We are excited to join and contribute to the Ransom community."

Acting Village of Ransom President Matt Hauser is also enthusiastic in his support of the acquisition. He said, "We are looking forward to Illinois American Water joining our community and helping us meet our water needs. Their knowledge and ability to provide reliable water service to our residents is an investment in our public health and economic future."

Currently the drinking water in Ransom has exceedingly high levels of Radium. Bottled water will continue to be distributed at Village Hall until the Village of Ransom is connected to Illinois American Water's Streator District water distribution system. This investment of approximately \$2 million to install 10 miles of water main will ensure quality drinking water that meets all EPA requirements. Barring no unforeseen circumstances, this project is expected to be completed by the end of 2016.

Additional information will be provided to customers in an Illinois American Water welcome packet in the mail. This packet will include information about online account management, billing and more. Typical water service customers use between 4,500 and 6,000 gallons of water per month. A Village of Ransom customer using 5,000 gallons a month will pay approximately \$45 for water service. This is a decrease of about \$8 a month.

The appraisal process used for the Ransom water system was conducted under the supervision of the Illinois Commerce Commission (ICC) and established as part of the Illinois Water Systems Viability Act. According to Hauk, this new law gives communities an alternative to value their water and/or wastewater system when considering being acquired by an investor-owned water utility. He said, "Previous law only allowed the investor-owned water or sewer utility to pay the original cost minus depreciation to acquire a small system, public or private. Because of this, systems were deprived of receiving adequate value for their system."

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The Ransom water system will be incorporated into the company's Streator District, which currently serves residents in Streator, Kangley, Reading, Dana, Long Point and Ancona.

About Illinois American Water

Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.2 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Belleville. American Water is the largest and most geographically diverse publicly traded U.S. water and wastewater utility company. Marking its 130th anniversary this year, the company employs 6,700 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found by visiting www.amwater.com.

Contacts

Illinois American Water

Karen Cotton

External Affairs Manager

309-566-4126

POCONO RECORD

Tobyhanna sewer system sale

By David Pierce

Pocono Record Writer

Posted Apr 30, 2016 at 11:58 AM

Updated Apr 30, 2016 at 11:58 AM

Aqua America buys municipal operation for \$5.5 million

Tobyhanna Township is about to get out of the sewage collection and treatment business through a \$5.5 million sale of its system to Aqua America.

Tobyhanna Township supervisors unanimously approved sale of the Blakeslee treatment plant, sewer lines and pump station in February. Aqua — which has operated the system for the past 18 months under a management contract with the township — will receive all future revenue generated from about 800 residential and commercial customers.

The dormant Tobyhanna Township Sewer Authority has scheduled a 2016 reorganizational meeting and vote Monday to ratify the assets purchase agreement by Aqua Pennsylvania Wastewater, Inc. This will be the sewer authority's first, and presumably last, meeting of the year. The authority met once last year, Tobyhanna Township Manager Phyllis Haase said.

The sale also requires regulatory approval from the Pennsylvania Public Utility Commission before becoming final.

The township has held public hearings and discussions on possible sale of the plant for at least the past 18 months, Haase said. One other private company investigated possible purchase of the system, but Aqua was the only company to make an offer, according to minutes of a February supervisors' meeting posted on the township website.

An outside company performed a financial analysis for the township, to determine the sewage system's value.

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The sale will relieve the township of a financial burden, Haase said. Tobyhanna has an outstanding \$4.2 million note on the system, in addition to costs related to reconstruction of a treatment building.

“We still have a note on the plant,” Haase said. “It’s not like we’re walking away with \$5.5 million.”

Even with ownership of the system, Aqua America will still have to meet provisions of the township’s Act 537 plan, which sets regulations for how and where sewage is collected and treated. The 537 plan also is subject to approval by the state Department of Environmental Protection.

Customers shouldn’t notice any changes in the quality of service due to the sale, Aqua America spokeswoman Gretchen Toner said.

“We don’t plan any changes to the staff, and the rates will stay the same upon acquisition,” Toner said. “Any future rate changes would be part of a broader Aqua rate request and set and approved by the state Public Utility Commission.”

MOST POPULAR STORIES



Appendix A-5.2 (ScottMadden)



Pennsylvania American Water Signs Agreement to Acquire New Cumberland Wastewater System

May 05, 2016 11:03 AM Eastern Daylight Time

HERSHEY, Pa.--(BUSINESS WIRE)--Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), announced today that it has signed an agreement to acquire the wastewater assets of the Borough of New Cumberland in Cumberland County. The total value of the transaction is approximately \$23 million.

Pennsylvania American Water and the Borough will seek approval of the acquisition from the Pennsylvania Public Utility Commission and other necessary approvals from the Pennsylvania Department of Environmental Protection. The signing of the purchase agreement is the culmination of negotiations between Pennsylvania American Water and Borough officials since the Borough Council unanimously voted in March to accept the company's proposal. The Borough initially issued a request for bids in January 2016, for the potential acquisition of its wastewater system.

"Our company and our employees have been the water service provider for this community for many, many years, and we are excited for the opportunity to be the future provider of wastewater service to our New Cumberland customers," said Pennsylvania American Water President Kathy L. Pape. "We look forward to providing the technical expertise and financial resources needed to ensure the system meets all the environmental compliance challenges it will face in the future."

The New Cumberland wastewater system serves approximately 3,100 customers.

Pape said long-term rate stability is one of the most important benefits for wastewater customers, who faced significant rate increases if the Borough continued to operate the system. Under the purchase agreement, Pennsylvania American Water will not change wastewater rates any earlier than January 1, 2018, with a maximum 2.5 percent increase in both 2018 and 2019. The company's rates are regulated by the Public Utility Commission and future rate changes would have to be reviewed and approved by the PUC.

Pennsylvania American Water's purchase of the sewer system will enable the Borough to eliminate all debt, which is approximately \$16 million, by retiring outstanding bonds within the next three years.

Pennsylvania American Water has also committed to invest \$2 million in wastewater and/or water improvements within New Cumberland over the next five years. The company will partner with the Borough to identify areas where aging wastewater and water facilities can be replaced in conjunction with street and sidewalk improvements.

Pape said upon closing the acquisition that "we look forward to welcoming the Borough's five wastewater employees to the Pennsylvania American Water team." All active employees will be offered jobs, subject to standard pre-employment screening.

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The company expects to close the transaction by the end of 2016, pending regulatory approvals.

Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in Pennsylvania, providing high-quality and reliable water and/or wastewater services to approximately 2.3 million people. Founded in 1886, American Water is the largest publicly traded U.S. water and wastewater utility company. Marking its 130th anniversary this year, the company employs more than 6,700 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found at www.amwater.com.

Contacts

Pennsylvania American Water

Terry Maenza

T: 610-670-7789 ext. 1009

M: 610-849-6484

terry.maenza@amwater.com

Tweets by @paamwater


 **PA American Water**
@paamwater

UPDATE: Work along Green Ridge Street has been postponed. Our contractor will be onsite beginning Monday, June 5... fb.me/102G2mYOu

  2h

 **PA American Water**
@paamwater

We're a day early for a #TBT, but a customer in Wilkes-Barre shared this water bill from January 1922 from the... fb.me/1n6DB6SmQ

  21h

 **PA American Water**
@paamwater

SCRANTON: Traffic restrictions will be in place along Green Ridge Street beginning tomorrow as contractors begin... fb.me/1AQsgtXmi

  30 May

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6/1/2017

EPCOR Water USA Completes Willow Valley Water Company Acquisition

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S&P 500

2,425.41
+13.61 (+0.56%)



Dow 30

21,116.47
+107.82 (+0.51%)



Nasdaq

6,235.27
+36.76 (+0.59%)



Crude Oil

48.62
+0.30 (+0.62%)



US Markets close in 1 hr and 26 mins

Gold

1,269.00
-6.40 (-0.50%)



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PCOR Water USA ompletes Willow alley Water ompany aquisition

MARKET WIRE Marketwired May 9, 2016



PHOENIX, ARIZONA--(Marketwired - May 9, 2016) - EPCOR Water (USA) Inc. (EPCOR USA), a wholly owned subsidiary of EPCOR Utilities Inc. (EPCOR), has completed the previously announced acquisition of Willow Valley Water Company (Willow Valley).

"Willow Valley complements our existing regional footprint in northwestern Arizona and is a natural step as we continue to expand our business," said Joe Gysel, President of EPCOR USA. "We believe that our focus on customer service and operational excellence will benefit the customers of Willow Valley, now and in the future."

Through its Arizona subsidiary EPCOR Water Arizona Inc., EPCOR USA acquired substantially all of the assets and operations of Willow Valley Water Company for approximately US\$2.27 million. The acquisition has received regulatory approval from the Arizona Corporation Commission.

Willow Valley provides water service to approximately 1,600 customer connections in the Bullhead City area, a service territory approximately 10 miles south of EPCOR USA's Mohave and North Mohave water districts.

With the acquisition of Willow Valley, EPCOR USA now provides water service to more than 21,000 connections in Mohave County. EPCOR USA also provides wastewater service to approximately 1,560 connections in Fort Mohave.

Willow Valley is the company's sixth acquisition since entering the United States. In 2011, the company acquired Chaparral City Water Company, followed by the 2012 acquisition of American Water's Arizona and New Mexico assets and operations. In 2013, EPCOR USA acquired North Mohave Valley Corporation in Arizona and Thunder Mountain Water Company in New Mexico, as well as the existing agreements and master-planning responsibilities to provide wastewater and recycled water services to a 7,000-acre development corridor in Glendale, Arizona.

Today, EPCOR USA is the largest, private regulated water utility in Arizona and New Mexico, providing water and wastewater service to

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| Symbol | Last Price | Change | % Ch |
|---|------------|--------|------|
| ALE ALLETE, Inc. | 73.26 | -0.13 | -0.1 |
| AQN Algonquin Power & Utilities Corp. | 10.46 | 0.13 | 1.2 |
| AGR Avangrid, Inc. | 45.63 | 0.20 | 0.4 |
| YHOO Yahoo! Inc. | 50.63 | 0.31 | 0.6 |
| DUK Duke Energy Corporation | 85.72 | 0.04 | 0.1 |
| AEP American Electric Power Company, Inc. | 72.06 | 0.28 | 0.4 |
| EMA.TO Emera Incorporated | 48.63 | 0.45 | 0.9 |

What to Read Next



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EPCOR Water USA Completes Willow Valley Water Company Acquisition

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meaning of Canadian securities laws as it relates to anticipated financial performance, events or strategies. When used in this context, words such as "will", "anticipate", "believe", "plan", "intend", "target" and "expect" or similar words suggest future outcomes. The purpose of forward-looking information is to provide investors with management's assessment of future plans and possible outcomes and may not be appropriate for other purposes. Forward-looking information in this news release includes expectations regarding the timing of regulatory approval of the acquisition.

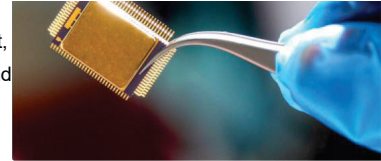
These statements are based on the assumptions and analyses made by the Company in light of its experience and perception of historical trends, current conditions and expected future developments and other factors it believes are appropriate. Readers are cautioned not to place undue reliance on forward-looking statements as actual results could differ materially from the plans, expectations, estimates or intentions expressed in the forward-looking statements. Except as required by law, EPCOR disclaims any intention and assumes no obligation to update any forward-looking statement even if new information becomes available, as a result of future events or for any other reason.

About EPCOR Water USA

EPCOR USA is an indirect, wholly owned subsidiary of EPCOR Utilities Inc. Headquartered in Phoenix, Arizona, EPCOR USA's wholly owned subsidiaries build, own and operate water and wastewater treatment facilities and infrastructure in the southwestern United States. EPCOR USA is the parent company of EPCOR Water Arizona Inc.

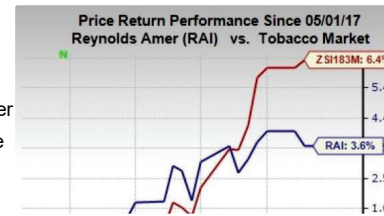
About EPCOR Utilities Inc.

EPCOR's wholly owned subsidiaries build, own and operate electrical transmission and distribution networks, water and wastewater treatment facilities and infrastructure in Canada and the United States. The Company's subsidiaries also provide electricity and water services and products to residential and commercial customers. EPCOR, headquartered in Edmonton, is an Alberta top 70 employer. EPCOR's website address is www.epcor.com.



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Business (<http://www.philly.com/business>)

Aqua America buys Gilbertsville's Superior Water Co. for \$16.8M

Updated: JANUARY 6, 2016 — 1:08 AM EST

by **Andrew Maykuth**, Staff Writer  [@Maykuth](http://twitter.com/@Maykuth) | amaykuth@phillynews.com (<mailto:amaykuth@phillynews.com>)

Aqua America Inc., of Bryn Mawr, has acquired a private Montgomery County water utility that serves a growing part of Southeastern Pennsylvania.

Aqua's Pennsylvania subsidiary bought Superior Water Co. Inc. in Gilbertsville for \$16.8 million in stock Monday. Superior's five water systems serve 3,868 customers in Berks, Chester, and Montgomery Counties.

The Pennsylvania Public Utility Commission, which approved the merger Sept. 17, said the ownership change will be transparent to Superior's customers, who will continue to receive service under the same rates and terms.

The agreement provides for Superior to be operated as Aqua's subsidiary. The companies said the merger would provide economies of scale that would multiply as Superior is folded into Aqua.

Last year, North Coventry Water Authority, whose Chester County territory adjoins Superior's Suburbia water system, protested, then dropped its opposition of the merger. North Coventry said state environmental regulators had found "persistent" water-quality violations in Suburbia's system.

Aqua spokeswoman Donna Alston said there are no longer problems. "Currently, all of the Superior water systems are compliant with state environmental regulations," she said.

Aqua serves three million people in eight states, including 420,000 connections representing a population of 1.4 million in 31 Pennsylvania counties. Last year, it acquired 16 systems that added 10,588 connections to its base.

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6/1/2017

Aqua America buys Gilbertsville's Superior Water Co. for \$16.8M

amaykuth@phillynews.com (<mailto:amaykuth@phillynews.com>)

215-854-2947 @maykuth

Read more by **[Andrew Maykuth](#)**

Published: January 5, 2016 — 5:44 PM EST | **Updated:** January 6, 2016 — 1:08 AM EST

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ORIGINAL

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF AQUA INDIANA, INC. ("AQUA)
INDIANA") FOR (1) APPROVAL OF THE SALE AND)
TRANSFER TO AQUA INDIANA OF WASTEWATER)
UTILITY ASSETS IN CRAWFORD COUNTY, INDIANA)
USED BY JUSTIN LEWIS AND/OR WHITE OAK)
SEWAGE TREATMENT, LLC PURSUANT TO AN)
ASSET PURCHASE AGREEMENT; (2) APPROVAL OF)
CERTAIN ACCOUNTING AND OTHER RELIEF)
RELATED TO THE ACQUISITION OF THOSE)
ASSETS; (3) ISSUANCE TO AQUA INDIANA OF A)
CERTIFICATE OF TERRITORIAL AUTHORITY)
ENCOMPASSING RURAL AREAS IN LIBERTY)
TOWNSHIP IN CRAWFORD COUNTY; AND (4))
CONSENTING TO CRAWFORD COUNTY GRANTING)
AQUA INDIANA LICENSES, PERMITS OR)
FRANSCHISES FOR THE USE OF COUNTY-OWNED)
PROPERTY.)

CAUSE NO. 44811

APPROVED: JAN 04 2017

ORDER OF THE COMMISSION

Presiding Officers:

James F. Huston, Commissioner

Loraine L. Seyfried, Chief Administrative Law Judge

On July 1, 2016, Aqua Indiana, Inc. ("Aqua Indiana") filed its Verified Petition requesting the Indiana Utility Regulatory Commission ("Commission") approve, along with other associated relief, an Asset Purchase Agreement providing for the sale and transfer of certain plant, property, and assets currently used by Mr. Justin Lewis and/or White Oak Sewage Treatment, LLC (collectively, "White Oak") to provide wastewater utility service in Crawford County, Indiana and issue to Aqua Indiana a certificate of territorial authority ("CTA") to provide wastewater utility service within a certain area of Crawford County, Indiana.

On August 23, 2016, Aqua Indiana filed its case-in-chief. On November 1, 2016, a Stipulation and Settlement Agreement entered into by both Aqua Indiana and the Indiana Office of Utility Consumer Counselor ("OUCC") was filed with the Commission. Aqua Indiana and the OUCC filed testimony in support of the Stipulation and Settlement Agreement on November 10, 2016 and November 14, 2016, respectively.

On November 18, 2016, the Presiding Officers issued a docket entry requesting information relating to Ind. Code § 8-1-2-84(c). Aqua Indiana filed its response to the docket entry on November 21, 2016.

The Commission conducted an evidentiary hearing at 9:30 a.m. on November 28, 2016,

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in Room 222 of the PNC Center, 101 West Washington Street, Indianapolis, Indiana. Aqua Indiana and the OUCC participated at the hearing and both parties' evidence was admitted into the record without objection. No members of the general public appeared or sought to testify at the hearing.

Based upon the applicable law and the evidence presented, the Commission finds:

1. **Notice and Jurisdiction.** Due, legal, and timely notice of the hearings held in this Cause was published by the Commission. Aqua Indiana and White Oak are each a "public utility" as defined in Ind. Code § 8-1-2-1. The Commission has jurisdiction over the sale and purchase of utility assets and associated ratemaking treatment in accordance with Ind. Code §§ 8-1-2-42, 83-84 and the provision of wastewater service in rural areas under Ind. Code § 8-1-2-89. Therefore, the Commission has jurisdiction over Aqua Indiana and White Oak as well as the subject matter of this proceeding.

2. **Background on Aqua Indiana and White Oak.** Aqua Indiana is an Indiana for-profit corporation providing water utility service to approximately 881 customers and wastewater utility services to approximately 20,772 customers in Indiana. Aqua Indiana also supports the regulated wastewater utility operations of South Haven Sewer Works, Inc. and will continue to do so until it is merged into Aqua Indiana as permitted by the Commission's April 29, 2015 Order in Cause No. 44533. Upon implementing that merger, Aqua Indiana will directly provide wastewater utility service to approximately 4,049 additional wastewater utility customers.

White Oak is an Indiana limited liability company. Mr. Justin Lewis is the President and sole member of White Oak. White Oak provides wastewater utility service to approximately 48 residential and four commercial customers in Liberty Township of Crawford County, Indiana. The area served by White Oak generally is located along State Road 66 approximately four miles south of the Town of Marengo, Indiana.

3. **Relief Requested.** In its Verified Petition, Aqua Indiana seeks Commission approval of the sale and transfer to Aqua Indiana of the plant and property currently used by White Oak to provide wastewater utility service ("White Oak System"). The sale and transfer would be made pursuant to an Asset Purchase Agreement entered into by and between White Oak and Aqua Indiana ("Purchase Agreement").

In connection with the sale and transfer of the White Oak System, Aqua Indiana also requests that the Commission approve: (i) the manner in which Aqua Indiana will record the plant, property, and other assets acquired from White Oak on its books and records; (ii) approve the rates and charges, as well as the rules and regulations, that Aqua Indiana will apply to customers, subject to such changes as the Commission may approve in the future; and (iii) approve the consolidated depreciation rate to be used by Aqua Indiana for the plant, property, and assets that it may use to serve present and future customers.

Aqua Indiana also requests that the Commission grant it a CTA to provide wastewater utility service within the area that White Oak historically has served and certain areas contiguous to that area ("Proposed CTA Area"), which consists of approximately 800 acres.

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Finally, Aqua Indiana requests the Commission determine, in accordance with Ind. Code § 36-2-2-23, that public convenience and necessity require Aqua Indiana to provide wastewater utility service within the Proposed CTA Area and consent to Crawford County, Indiana granting Aqua Indiana licenses, permits, or franchises for the use of county-owned property to provide wastewater utility service.

The relief sought in this Cause has been approved by Aqua Indiana's Board of Directors as reflected in resolutions appearing as Attachment D to Petitioner's Exhibit 1.

4. Aqua Indiana's Direct Evidence.

A. Acquisition of White Oak System. Mr. Bruns described the origin and contents of the Purchase Agreement. He stated that Mr. Justin Lewis approached Aqua Indiana in early 2015 and inquired into whether it was interested in acquiring the White Oak System on a non-competitive basis. He noted Mr. Lewis' approach was prompted by recommendations from the Indiana Department of Environmental Management ("IDEM") and the Commission. Consequently, after completing some preliminary due diligence, Aqua Indiana entered into negotiations with Mr. Lewis that led to the execution of the Purchase Agreement.

Mr. Bruns stated that the assets to be purchased are described in Section 1 and Schedule 1.1 of the Purchase Agreement. The consideration for the purchase is \$10,000. Section 2 of the Purchase Agreement provides that the closing of the transaction will occur on or before 45 days after receipt of all final regulatory approvals. The closing is subject to certain conditions described in the Purchase Agreement, which include: (i) White Oak providing Aqua Indiana with certain information; (ii) Aqua Indiana's satisfactory completion of its due diligence; (iii) the performance of a satisfactory environmental assessment and surveys; (iv) verification of White Oak's title to the assets being transferred; (v) the transfer of certain permits; (vi) receipt of certain consents and approvals, including without limitation the approval of the Commission; and (vii) the lack of any prohibitions to consummation of the matters covered by the Purchase Agreement.

Mr. Bruns testified that, like the rest of the Purchase Agreement, the \$10,000 purchase price resulted from arms-length negotiation between White Oak and Aqua Indiana. He expressed his view that the proposed purchase price is significantly less than the value of the White Oak System.

Mr. Bruns testified Aqua Indiana will operate the White Oak System as part of its Floyd County Division where Aqua Indiana presently provides wastewater utility services to approximately 696 customers. He explained Aqua Indiana has a total work force of five individuals available to directly support its operations in Floyd County: two are administrative personnel who handle accounting, personnel, payroll, and management functions; two are on the wastewater staff responsible for the direct operation and maintenance of treatment plants, lift stations, and collection systems; and the other individual provides customer service. He also noted that Aqua Indiana has access to other Aqua America business units to support its operations and uses outside contractors in connection with its operations. In addition, like all

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facilities in Indiana operated by Aqua Indiana, funding for improvements to its system in Floyd County would come from Aqua Indiana's corporate parent, Aqua America, and the same would be true in connection with its operation of the White Oak System. Mr. Bruns sponsored Aqua America's 2015 Annual Report with financial statements in Attachment E to Petitioner's Exhibit 1.

Mr. Bruns explained that the White Oak System will be operated by Aqua Indiana with the same resources and in essentially the same way as Aqua Indiana's existing systems in Floyd County are operated. He noted that this will deviate in some respects from the way the White Oak System is currently operated by White Oak. However, Mr. Bruns expressed his opinion that the operational and customer service differences will be beneficial to White Oak's customers.

Mr. Bruns testified the treatment plant that is part of the White Oak System is in need of painting and an overhaul of its mechanical and treatment equipment. Further, the driveway leading up to the treatment plant is in need of a culvert, along with some added stone. In addition to making these improvements, Mr. Bruns testified that subsequent to closing on the acquisition, the White Oak System's collection piping will be thoroughly inspected and cleaned with corrective repairs made where needed to both sewer mains and manholes.

With respect to rates, Mr. Bruns testified Aqua Indiana intends to apply to present and future customers within the Proposed CTA Area the same rates and charges as are currently charged and collected by White Oak, which currently are flat monthly rates of \$45.00 and \$50.00 for residential and commercial customers, respectively. Mr. Bruns also stated that the rules and regulations for service that Aqua Indiana would apply to customers of the White Oak System will be the same as are currently applied to customers of Aqua Indiana's Floyd County Division, unless and until the Commission has approved other rules and regulations to be applied.

Mr. Bruns testified that Aqua Indiana is not aware of any rate or rates that White Oak has used to depreciate the plant, property, and assets comprising the White Oak System. Aqua Indiana proposes to apply a consolidated depreciation rate of 2.5% to depreciable plant and property that it acquires as part of the transaction and that it may add in the future.

Mr. Bruns also testified that Aqua Indiana understands that White Oak has not maintained books and records that comply with the Commission's requirements or that would allow Aqua Indiana to record the White Oak System on its books and records at values reflecting historical or original costs. In light of this, Mr. Bruns explained that Aqua Indiana proposes to record the acquisition of the White Oak System at an original cost reflecting the purchase price and associated costs allocated among appropriate utility plant in service accounts. In addition, if Aqua Indiana determines after it acquires and commences operation of the White Oak System that there exists a more appropriate basis to record the White Oak System than as described above, Aqua Indiana will submit such for Commission review and approval in the first general rate case it initiates, which it anticipates will not occur for more than three years. Mr. Bruns also explained the accounting entries Aqua Indiana anticipates making to record the acquisition of the White Oak System.

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Mr. Bruns expressed his belief that if the Commission approves the transfer, Aqua Indiana will have the lawful authority to operate the White Oak System. In addition, he stated Aqua Indiana has the managerial, technical, and financial resources necessary to properly operate the White Oak System and provide adequate and reliable service to present and future customers. He noted Aqua Indiana has a record of handling successful utility operations in Floyd County and elsewhere in Indiana. Mr. Bruns testified that the Purchase Agreement and the acquisition provided for by it will serve public convenience and necessity and are in the public interest.

B. Proposed CTA. Mr. Bruns testified that Aqua Indiana understands that, even though White Oak did not apply for or receive a CTA to provide service within Crawford County, Indiana law requires Aqua Indiana to do so if it acquires the White Oak System. He stated that Aqua Indiana considered it appropriate to proactively define the area where it was in the best position to provide wastewater utility service for the foreseeable future. Accordingly, Mr. Bruns explained that in addition to the area historically served by White Oak, the Proposed CTA Area also encompasses a nearby church and a subdivision of 20 residences that currently utilize septic systems, as well as a nearby high school and the Crawford County Fairgrounds that have expressed interest in receiving service.

Mr. Bruns testified that defining the Proposed CTA Area to also include those additional areas would allow Aqua Indiana to plan for growth and make sure that its service elsewhere is not compromised when growth actually occurs. It should also provide potential customers with a known source of service and provide assurance to Crawford County's officials concerning the availability and source of needed services. Mr. Bruns stated that Aqua Indiana thought it prudent to generally square off the boundaries and/or utilize existing roadways and section lines to configure the Proposed CTA Area to eliminate uncertainty and confusion about the extent of Aqua Indiana's authority and obligation to provide service.

Mr. Bruns stated that the collection facilities needed to serve within the area that historically has been served by White Oak are in place. For areas outside of that which White Oak has historically provided service, Mr. Bruns stated the extension of collection facilities to new customers would most likely involve developers or customers installing the new collection facilities and contributing them to Aqua Indiana, or Aqua Indiana itself extending its collection system pursuant to its main extension rules. Mr. Bruns observed that wastewater generated within the Proposed CTA Area will be handled by the Class I, 0.025 MGD extended aeration facility that is part of the White Oak System. Mr. Bruns testified that White Oak presently has an effective National Pollutant Discharge Elimination System ("NPDES") permit for its treatment plant, but will need to obtain IDEM approval to expand its treatment facilities if more than 40 equivalent dwelling units of additional flow were to be received. Mr. Bruns stated that Aqua Indiana is committed to making the necessary expansion.

Mr. Bruns also testified that he inquired at the Indiana Department of Natural Resources ("DNR") about needed approvals in connection with past requests for new or expanded CTAs and was directed to DNR's regulations concerning permits needed for construction in and crossing of flood zones and streams. He testified there are no such projects currently planned within the Proposed CTA Area, but if any arise, the needed permits or approvals will be obtained.

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Mr. Bruns stated that, to his knowledge, no other utility or entity has plans to provide wastewater utility service within the Proposed CTA Area, nor do any utilities or other entities have facilities in the vicinity capable of providing service.

Mr. Bruns expressed his opinion that Aqua Indiana's Floyd County Division will be able to handle service within the Proposed CTA Area for the foreseeable future. He stated that as growth occurs in the Proposed CTA Area, Aqua Indiana will make the capital additions to the facilities and secure the additional staff resources that may be needed to continue to provide adequate and reliable service. In addition, Aqua Indiana will be able to rely on the significant financial and other resources of Aqua America to support its expansion and provision of service within the Proposed CTA Area.

Mr. Bruns expressed the view that appropriate development of the Proposed CTA Area depends on having adequate sanitary facilities available and a central wastewater utility service will support the future growth and development of the Proposed CTA Area. He stated a central wastewater utility service will also provide relief for any existing residents with failing septic systems, which pose a health risk to residents and the general public.

C. Commission's Consent. Mr. Bruns testified that Aqua Indiana intends to use county-owned property, including without limitation highway rights-of-way, in connection with operating a wastewater utility system within the Proposed CTA Area. Because public convenience and necessity require such service, Aqua Indiana is requesting the Commission to make such a determination and consent to Crawford County granting Aqua Indiana licenses, permits, or franchises for the use of county-owned property. Mr. Bruns indicated his testimony provides adequate support for such a determination and consent.

5. Settlement Agreement. The Stipulation and Settlement Agreement ("Settlement Agreement") entered into by Aqua Indiana and the OUCC provides that the parties agree, subject to the certain conditions, approval of the proposed sale and transfer of the White Oak System and the other relief requested by Aqua Indiana will serve the public interest and public convenience and necessity. Specifically, the parties request the Commission to issue an Order:

- (i) Finding the relief requested by Aqua Indiana in this Cause will serve the public interest and public convenience and necessity;
- (ii) Approving the sale and transfer of the White Oak System to Aqua Indiana pursuant to the Purchase Agreement;
- (iii) Approving the Purchase Agreement and the terms and conditions set forth therein to the extent necessary to authorize the transfer;
- (iv) Granting Aqua Indiana a certificate of territorial authority to provide wastewater utility service within the Proposed CTA Area described in Attachment D to Petitioner's Exhibit 1;

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- (v) Approving Aqua Indiana's application to customers within the Proposed CTA Area of the same rates and charges as are currently applied by White Oak to its customers within Crawford County, Indiana, subject to such changes as the Commission may approve in the future;
- (vi) Approving Aqua Indiana's application to customers within the Proposed CTA Area of the rules and regulations as are currently applied by Aqua Indiana to customers within its Floyd County Division, subject to such changes as the Commission may approve in the future;
- (vii) Approving Aqua Indiana's recording the acquisition of the White Oak System at an original cost reflecting the purchase price and incidental expenses it paid, as well as other acquisition costs it incurred, as part of the transaction, with such costs and expenses being allocated among appropriate utility plant in service accounts and with such adjustments as may be necessary to reflect their acquisition by Aqua Indiana;
- (viii) Approving Aqua Indiana's use of a depreciation rate of 2.5% for plant, property and assets acquired from White Oak and as may be used to serve present and future customers within the Proposed CTA Area; and
- (ix) Consenting to Crawford County, Indiana granting Aqua Indiana licenses, permits or franchises for the use of county-owned property to provide wastewater utility service.

As noted above, Aqua Indiana and the OUCC agree that granting the above-described relief should be subject to the following conditions:

- (i) The actual incidental expenses and other acquisition costs reflected in the amounts recorded by Aqua Indiana shall not exceed \$35,000.
- (ii) Petitioner shall amortize contributions in aid of construction ("CIAC") as an offset to its depreciation expense and shall use for such purpose a composite rate of 2.5% or such other rate or rates as the Commission shall direct.
- (iii) Aqua Indiana should notify the customers previously served by White Oak regarding electronic access to the new rules and regulations that will be applicable to their wastewater utility service.
- (iv) Prior to the closing on the acquisition, Aqua Indiana should confirm that White Oak does not possess any deposits made by its customers. If any such deposits are identified, Aqua Indiana shall cause White Oak to return them to the customers involved or deliver them to Aqua Indiana to be handled and returned as appropriate.
- (v) In the event Aqua Indiana determines after it acquires and commences operation of the White Oak System that there exists a more appropriate basis to record on its books and records the acquired plant, property, and assets than as described above, subject to any defenses, Aqua Indiana shall submit such for Commission review and approval in the

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first general rate case it initiates, which Aqua anticipates will not occur more than three years from the date it closes on the acquisition and commences operation of the acquired plant, property, and assets.

(vi) Within 12 months of closing, Aqua Indiana will provide to the OUCC a complete list by the National Association of Regulatory Utility Commissioners (“NARUC”) account of utility plant being acquired. At that time, Aqua Indiana will also provide to the OUCC the value of accumulated depreciation, if any, by NARUC account as of the date of closing, which amount Aqua Indiana deems it is appropriate to record. Aqua Indiana shall also provide to the OUCC an unaudited opening balance sheet for this division and the total amount of transaction costs incurred by cost category (legal fees, etc.).

The Settlement Agreement entered into by Aqua Indiana and the OUCC also contains typical provisions governing its scope and approval.

6. Evidence in Support of Settlement Agreement.

A. Aqua Indiana’s Evidence. Mr. Bruns testified the Settlement Agreement was the product of negotiations with the OUCC after Aqua Indiana filed its case-in-chief. Mr. Bruns then summarized the Settlement Agreement. He stated the parties agreed the Commission should essentially grant the relief sought by Aqua Indiana in its Verified Petition.

Mr. Bruns also testified regarding the conditions that Aqua Indiana and the OUCC agreed to that were not included in Aqua Indiana’s Verified Petition. The first condition he described relates to Aqua Indiana’s recording on its books and records of the acquisition of the White Oak System, in that Paragraph 2(A) of the Settlement Agreement caps the amount of actual incidental expenses and other acquisition costs reflected in the amounts recorded by Aqua Indiana at \$35,000. Mr. Bruns also described the Settlement Agreement’s provisions regarding Aqua Indiana’s recordation on its books and records of the plant, property, and assets to be acquired as part of the transaction.

Mr. Bruns also testified that the parties agreed Aqua Indiana should use a depreciation rate of 2.5% for plant, property, and assets acquired from White Oak and as may be used to serve present and future customers within the Proposed CTA Area. He said that Aqua Indiana would also amortize CIAC as an offset to its depreciation expense and use for such purpose a composite rate of 2.5% or such other rate or rates as the Commission shall direct.

The next provision of the Settlement Agreement Mr. Bruns addressed was the requirement that Aqua Indiana notify the customers previously served by White Oak regarding electronic access to the new rules and regulations that will be applicable to their wastewater utility service. He also explained that, prior to the closing on the acquisition, Aqua Indiana will confirm that White Oak does not possess any deposits made by its customers, and that if any such deposits are identified, Aqua Indiana shall cause White Oak to return them to the customers involved or deliver them to Aqua Indiana to be handled and returned as appropriate.

Mr. Bruns concluded by expressing his opinion that the Settlement Agreement represents

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a reasonable resolution of the issues in this proceeding and should be approved by the Commission as consistent with the public interest. He testified the Settlement Agreement results in benefits to the parties and customers as a result of the conditions reflected in Paragraph 2.

Finally, in response to a November 18, 2016 docket entry, Mr. Bruns confirmed that the amount Aqua Indiana will pay for the acquisition of the White Oak System is not in excess of 5% of the book cost to Aqua Indiana of all property, plant, or business owned by it at the time of filing its Verified Petition.

B. OUCC's Evidence. Margaret A. Stull, Senior Utility Analyst in the OUCC's Water/Wastewater Division, testified in support of the Settlement Agreement. Ms. Stull described the review and analysis she performed of Aqua Indiana's requested relief and the terms of the Settlement Agreement. She explained that the parties agreed Aqua Indiana should be authorized to consummate the acquisition of certain White Oak wastewater utility assets, and that the relief otherwise requested by Aqua Indiana should be granted, subject to the conditions set forth in the Settlement Agreement.

Ms. Stull testified that the OUCC agreed that Aqua Indiana should be permitted to book an amount equal to the purchase price (\$10,000) plus the actual incidental expenses and other acquisition costs not to exceed \$35,000.

Next, Ms. Stull explained how certain agreed terms in the Settlement Agreement are in the public interest. First, Aqua Indiana agreed to notify the customers previously served by White Oak as to where they may access the rules and regulations that will now apply to Aqua Indiana's service. She testified it is important that customers understand new rules will apply and how to access those rules. Additionally, to promote maintenance of a positive rate base and encourage continued prudent investment, Aqua Indiana agreed that it will amortize CIAC as an offset to its depreciation expense and shall use for such purpose a composite rate of 2.5% or such other rate or rates as the Commission shall direct.

Ms. Stull also testified that, in order to avoid misunderstanding and promote appropriate accounting of deposits, Aqua Indiana will confirm that White Oak does not possess any deposits made by its customers. If such deposits are identified, Aqua Indiana will cause White Oak to return the deposits to the customers or deliver them to Aqua Indiana for appropriate handling and return.

The parties also agreed that if Aqua Indiana later determines that there is a more appropriate basis to record the acquired plant, property, and assets than that set forth in the Settlement Agreement, Aqua Indiana may submit such basis for Commission review and approval in the first general rate case affecting the assets. Ms. Stull explained that because such application would be subject to any defenses, the appropriateness of such proposed method will be ensured.

Ms. Stull also testified that Aqua Indiana agreed that within 12 months of closing, Aqua Indiana will provide to the OUCC, by NARUC account, a complete list of utility plant and accumulated depreciation being acquired as of the date of the purchase. Additionally, Ms. Stull

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explained that, to promote transparency and more efficient regulatory proceedings, Aqua Indiana will provide an opening balance sheet for the division and the total amount of transactions costs incurred by cost category.

Finally, Ms. Stull testified the Settlement Agreement, which is supported by the evidence, represents a fair, reasonable, and just resolution of the issues in this Cause. She stated that the OUCC believes the settlement is in the public interest.

7. **Commission Discussion and Findings.** Settlements presented to the Commission are not ordinary contracts between private parties. *United States Gypsum, Inc. v. Indiana Gas Co.*, 735 N.E.2d 790, 803 (Ind. 2000). When the Commission approves a settlement, that settlement “loses its status as a strictly private contract and takes on a public interest gloss.” *Id.* (quoting *Citizens Action Coalition of Ind., Inc. v. PSI Energy, Inc.*, 664 N.E.2d 401, 406 (Ind. Ct. App. 1996)). Thus, the Commission “may not accept a settlement merely because the private parties are satisfied; rather [the Commission] must consider whether the public interest will be served by accepting the settlement.” *Citizens Action Coalition*, 664 N.E.2d at 406.

Further, any Commission decision, ruling, or order, including the approval of a settlement, must be supported by specific findings of fact and sufficient evidence. *United States Gypsum*, 735 N.E.2d at 795 (citing *Citizens Action Coalition of Ind., Inc. v. Public Service Co. of Ind., Inc.*, 582 N.E.2d 330, 331 (Ind. 1991)). The Commission’s own procedural rules require that settlements be supported by probative evidence. 170 IAC 1-1.1-17(d). Therefore, before the Commission can approve the Settlement Agreement, we must determine whether the evidence in this Cause sufficiently supports the conclusions that the Settlement Agreement is reasonable, just, and consistent with the purpose of Indiana Code ch. 8-1-2, and that such agreement serves the public interest.

A. **Proposed Acquisition.** The evidence demonstrates that the Purchase Agreement, including the agreed purchase price, was the result of arms-length negotiations. Moreover, undisputed testimony indicates that the purchase price is less than the actual value of the White Oak System. The evidence also shows that the amount the parties agreed Aqua Indiana would pay for the acquisition of the White Oak property, plant, or business (\$10,000) is not an amount in excess of 5% of the book cost to Aqua Indiana of all property, plant, or business owned by it at the time of filing its petition in this Cause (in excess of \$100,000,000). Therefore, the shareholder approval provision of Ind. Code § 8-1-2-84(c) is not applicable to this Cause.

The evidence shows that Aqua Indiana is an experienced utility operator and possesses the facilities, personnel, and other resources needed to provide adequate and reliable wastewater utility service to its current customers and those served by the White Oak System. Aqua Indiana also will be able to rely on Aqua America to support its provision of service to the current customers of the White Oak System.

Based on the evidence presented, we find Aqua Indiana’s proposal to apply to present and future customers within the Proposed CTA Area the same rates and charges as are applied by White Oak, which are lower than those currently charged by Aqua Indiana in the Floyd County Division, is reasonable and should be approved. Similarly, we find Aqua Indiana’s proposal to

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apply to customers of the White Oak System the same rules and regulations for service as are currently applied to Aqua Indiana's customers is reasonable and should be approved. However, as agreed to in the Settlement Agreement, Aqua Indiana shall notify the customers previously served by White Oak regarding electronic access to the new rules and regulations that will be applicable to their wastewater utility service.

We also find it reasonable that Aqua Indiana record the acquisition of the White Oak System at an original cost reflecting the purchase price and the actual incidental expenses and other acquisition costs, with such costs and expenses limited to \$35,000 and allocated among appropriate utility plant in service accounts. White Oak apparently has not maintained books and records in a manner that would allow any other course of action. Nevertheless, we also find it reasonable that, in the event Aqua Indiana determines after it acquires and commences operation of the White Oak System that there exists a more appropriate basis to record on its books and records the White Oak System, Aqua Indiana will submit such for Commission review and approval in the first general rate case it initiates. In this regard, the parties have agreed that, within 12 months of closing, Aqua Indiana will provide to the OUCC a complete list by NARUC account of utility plant being acquired. At that time, Aqua Indiana will also provide to the OUCC the value of accumulated depreciation, if any, by NARUC account as of the date of closing, which amount Aqua Indiana deems it is appropriate to record. Aqua Indiana shall also provide to the OUCC an unaudited opening balance sheet for this division and the total amount of transaction costs incurred by cost category. We find this is a reasonable matter for the parties to have agreed to and should promote transparency and more efficient regulatory proceedings.

As we noted above, Aqua Indiana will assume ownership of and operate the White Oak System without any increase in rates and charges to White Oak's customers. Consequently, residential and commercial customers in the Proposed CTA Area will pay a flat rate of \$45 and \$50, respectively. Although this provides an immediate benefit to White Oak's customers, Aqua Indiana's existing customers should also eventually benefit from Aqua Indiana's ability to spread its fixed costs over a larger customer base and otherwise take advantage of economies of scale in connection with providing service to them. We find, therefore, that the acquisition and operation of the White Oak System by Aqua Indiana on the terms described in the Purchase Agreement is supported by public convenience and necessity, is in the public interest, and should be approved. Prior to the closing on its sale of the White Oak System, Aqua Indiana shall confirm that White Oak does not possess any deposits made by its customers. If any such deposits are identified, Aqua Indiana shall cause White Oak to return them to the customers involved or deliver them to Aqua Indiana to be handled and returned as appropriate. Upon closing the acquisition transaction with White Oak, Aqua Indiana will notify the Commission and the OUCC within 14 days.

B. Proposed CTA. Pursuant to Ind. Code § 8-1-2-89(e), the Commission must review the evidence and determine whether Aqua Indiana has established the following:

- (i) Lawful power and authority to apply for said certificate and to operate said proposed service;
- (ii) Financial ability to install, commence, and maintain said proposed service; and
- (iii) Public convenience and necessity require the rendering of this proposed service by it in the Proposed CTA Area.

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As indicated above in our discussion of the proposed acquisition, the evidence presented demonstrates that Aqua Indiana has the managerial, technical, and financial ability to provide wastewater service to the White Oak customers. Moreover, the evidence presented supports the conclusion that those abilities extend to Aqua Indiana's proposed service within the Proposed CTA Area. Consequently, we find Aqua Indiana possesses the technical, managerial and financial ability to provide service to the Proposed CTA Area.

Additionally, and with respect to Aqua Indiana's lawful authority to operate the White Oak System, 170 IAC 8.5-3-1 requires an existing wastewater utility seeking an additional or expanded CTA to submit certain exhibits in support of its request. Based on our review, we find that Aqua Indiana has provided the necessary exhibits relevant to its request and demonstrated that it has the lawful authority to apply for the CTA and render wastewater service in the Proposed CTA Area. Specifically, Aqua Indiana provided a legal description for the Proposed CTA Area as well as a detailed map utilizing U.S. Geological Survey facets showing its location and other required data. White Oak presently has an effective NPDES permit issued by IDEM and no other approvals from either IDEM or DNR are required at this time in connection with the provision of service to the Proposed CTA Area. However, Aqua Indiana expressed its willingness to obtain any IDEM or DNR permits and approvals that may be required in the future for specific projects necessary to provide service to the Proposed CTA Area.

In addition, Aqua Indiana intends to serve the Proposed CTA Area, at least initially, with existing infrastructure and provided basic information concerning those facilities. Although the evidence indicates the White Oak System treatment plant is in need of painting and other repairs, Aqua Indiana intends to make the improvements, including inspection and cleaning of collection piping after closing on the acquisition.

Attachment I to Petitioner's Exhibit 1 contains copies of letters that Aqua Indiana sent by certified mail to several utilities and municipalities in the vicinity of the Proposed CTA Area notifying them of the initiation of this proceeding and its request for authority to serve the Proposed CTA Area. Petitioner's exhibit also included the acknowledgments it received to those notice letters. There is no dispute that most of the Proposed CTA Area is presently served by White Oak and outside of White Oak's current service area there does not appear to be the any other supplier interested in serving the area. Further, Aqua Indiana has presented evidence showing that its service will benefit the Proposed CTA Area by making it more attractive for development and as a source of service in the event of failing septic systems.

We also note that Aqua Indiana's request for approval to provide service in the Proposed CTA Area meets our preference that utilities bordering upon previously developed areas extend CTAs in a symmetric way that allows for the option of service and avoids isolated unserved areas. Aqua Indiana has demonstrated that its interest in serving the Proposed CTA Area is not focused solely on the area currently served by White Oak. The Proposed CTA Area encompasses territory adjacent to the White Oak service area and does not create isolated unserved areas. Consequently, granting Aqua Indiana's request that it be authorized to serve areas contiguous to the area currently served by White Oak is reasonable, and thus, will serve public convenience and necessity and the public interest.

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C. Commission Consent. Ind. Code § 36-2-2-23 requires the consent of the Commission prior to the grant by a board of county commissioners of a permit to a utility to use county property (generally roads, easements, right-of-ways, and the like) in rendering utility service. Accordingly, the finding by the Commission herein that the public convenience and necessity require the issuance of the requested CTA to Aqua Indiana should be deemed the consent of the Commission to the Board of Commissioners of Crawford County issuing to Aqua Indiana a license, permit, or franchise for the use of county property in rendering wastewater utility service within the Proposed CTA Area in accordance with applicable Indiana law.

8. Conclusions Regarding Settlement Agreement. Based on our discussion above and our review of the evidence presented, we find that the Settlement Agreement is reasonable, supported by the evidence, and in the public interest. Therefore, we approve the Settlement Agreement consistent with our findings above. Further, the parties agree that the Settlement Agreement should not be used as precedent in any other proceeding or for any other purpose, except to the extent necessary to implement or enforce its terms. Consequently, with regard to future citation of the Settlement Agreement, we find that our approval herein should be construed in a manner consistent with our finding in *Richmond Power & Light*, Cause No. 40434, 1997 WL 34880849, at *7-8 (IURC March 19, 1997).

IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:

1. The Settlement Agreement, a copy of which is attached and incorporated by reference into this Order, is approved.
2. The sale and transfer of the White Oak System to Aqua Indiana and the Purchase Agreement are in the public interest, serve the public convenience and necessity, and are approved.
3. Aqua Indiana is granted a certificate of territorial authority to provide wastewater utility service within the Proposed CTA Area described in Attachment D to Petitioner's Exhibit 1.
4. Aqua Indiana is authorized to apply to customers within the Proposed CTA Area the same rates and charges as are currently applied by White Oak.
5. Upon closing the transaction with White Oak, Aqua Indiana shall file an updated tariff with the Commission's Water/Wastewater Division a new schedule of rates and charges for its White Oak operation. Upon its approval, the tariff will be effective as of its filing date.
6. Aqua Indiana is authorized to apply to customers within the Proposed CTA Area the rules and regulations as are currently applied by Aqua Indiana to customers within its Floyd County Division.

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7. Aqua Indiana is authorized to record the acquisition of the White Oak System at an original cost reflecting the purchase price and incidental expenses it paid, as well as other acquisition costs it incurred, as part of the transaction, with such costs and expenses being allocated among appropriate utility plant in service accounts and with such adjustments as may be necessary to reflect their acquisition by Aqua Indiana, but which amount shall not exceed \$35,000.

8. Aqua Indiana is authorized to use of a depreciation rate of 2.5% for plant, property, and assets acquired from White Oak and as may be used to serve present and future customers within the Proposed CTA Area.

9. Consent to Crawford County, Indiana granting Aqua Indiana licenses, permits, or franchises for the use of county-owned property is granted.

10. This Order shall be effective on and after the date of its approval.

HUSTON, FREEMAN, WEBER, AND ZIEGNER CONCUR:

APPROVED: JAN 04 2017

**I hereby certify that the above is a true
and correct copy of the Order as approved.**



Mary M. Becerra
Secretary of the Commission

Appendix A-5.2 (ScottMadden)

FILED
NOVEMBER 1, 2016
INDIANA UTILITY
REGULATORY COMMISSION

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF AQUA INDIANA, INC. ("AQUA)
INDIANA") FOR (1) APPROVAL OF THE SALE)
AND TRANSFER TO AQUA INDIANA OF)
WASTEWATER UTILITY ASSETS IN)
CRAWFORD COUNTY, INDIANA USED BY)
JUSTIN LEWIS AND/OR WHITE OAK SEWAGE)
TREATMENT, LLC PURSUANT TO AN ASSET)
PURCHASE AGREEMENT; (2) APPROVAL OF)
CERTAIN ACCOUNTING AND OTHER RELIEF)
RELATED TO THE ACQUISITION OF THOSE)
ASSETS; (3) ISSUANCE TO AQUA INDIANA OF A)
CERTIFICATE OF TERRITORIAL AUTHORITY)
ENCOMPASSING RURAL AREAS IN LIBERTY)
TOWNSHIP IN CRAWFORD COUNTY; AND (4))
CONSENTING TO CRAWFORD COUNTY)
GRANTING AQUA INDIANA LICENSES,)
PERMITS OR FRANCHISES FOR THE USE OF)
COUNTY-OWNED PROPERTY.)

OFFICIAL
EXHIBITS

CAUSE NO. 44811

IURC
JOINT
EXHIBIT No. 1
11-28-16
DATE REPORTER

STIPULATION AND SETTLEMENT AGREEMENT

On July 1, 2016, Aqua Indiana, Inc. ("Aqua Indiana" or "Petitioner") filed its Verified Petition seeking to have the Commission approve the sale and transfer to Aqua Indiana of the plant and property currently used by Mr. Justin Lewis and/or White Oak Sewage Treatment, LLC (collectively, "White Oak") in Crawford County, Indiana to provide wastewater utility service. The sale and transfer of the plant and property currently used by White Oak (the "White Oak System") would be made pursuant to an Asset Purchase Agreement between White Oak and Aqua Indiana that appears as Attachment C to Petitioner's Exhibit 1 (the "Purchase Agreement"). In connection with the sale and transfer of the White Oak System, Aqua Indiana also requests that the Commission (i) approve the manner in which Aqua Indiana will record the plant, property and other assets acquired from White Oak on its books and records; (ii) approve the rates and charges, as well as the rules

Joint
Exhibit 1

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and regulations, that Aqua Indiana will apply to customers, subject to such changes as the Commission may approve in the future; and (iii) approve the depreciation rate to be used by Aqua Indiana for the plant, property and assets that it may use to serve present and future customers.

Aqua Indiana also requests that the Commission grant it a CTA to provide wastewater utility service within the area which White Oak historically has served and certain areas contiguous to that area (the "Proposed CTA Area"). A legal description and map of the Proposed CTA Area appears as part of Attachment F to Petitioner's Exhibit 1. Finally, Aqua Indiana is seeking to have the Commission determine, in accordance with Ind. Code § 36-2-2-23, that public convenience and necessity require Aqua Indiana to provide wastewater utility service within the Proposed CTA Area and consent to Crawford County, Indiana granting Aqua Indiana licenses, permits or franchises for the use of county-owned property to provide wastewater utility service.

The Indiana Office of Utility Consumer Counselor ("OUCC") reviewed the Petitioner's filed testimony and exhibits, met with representatives of Petitioner and requested additional information from Petitioner through both formal and informal discovery. Petitioner and the OUCC (individually, a "Settling Party" and collectively, the "Settling Parties") engaged in settlement negotiations. As a result of those negotiations, the Settling Parties reached an agreement with respect to all the issues between them before the Commission, including without limitation as follows:

1. **Granting Requested Relief.** The Settling Parties agree that, subject to the provisions of Paragraph 2 below, approval of the relief requested by Aqua Indiana in this

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Cause will serve the public interest and public convenience and necessity and, accordingly, the Commission should issue a Final Order in this Cause:

A. Finding that the relief requested by Aqua Indiana in this Cause will serve the public interest and public convenience and necessity;

B. Approving the sale and transfer of the White Oak System to Aqua Indiana pursuant to the Purchase Agreement;

C. Approving the Purchase Agreement and the terms and conditions set forth therein to the extent necessary to authorize the transfer;

D. Granting Aqua Indiana a certificate of territorial authority to provide wastewater utility service within the Proposed CTA Area described in Attachment D to Petitioner's Exhibit 1;

E. Approving Aqua Indiana's application to customers within the Proposed CTA Area of the same rates and charges as are currently applied by White Oak to its customers within Crawford County, Indiana, subject to such changes as the Commission may approve in the future;

F. Approving Aqua Indiana's application to customers within the Proposed CTA Area of the rules and regulations as are currently applied by Aqua Indiana to customers within its Floyd County Division, subject to such changes as the Commission may approve in the future;

G. Approving Aqua Indiana's recording the acquisition of the White Oak System at an original cost reflecting the purchase price and incidental expenses it paid, as well as other acquisition costs it incurred, as part of the transaction, with such costs and expenses

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being allocated among appropriate utility plant in service accounts and with such adjustments as may be necessary to reflect their acquisition by Aqua Indiana;

H. Approving Aqua Indiana's use of a depreciation rate of 2.5% for plant, property and assets acquired from White Oak and as may be used to serve present and future customers within the Proposed CTA Area; and

I. Consenting to Crawford County, Indiana granting Aqua Indiana licenses, permits or franchises for the use of county-owned property to provide wastewater utility service.

2. **Other Agreements.**

A. For purposes of Paragraph 1F above, the actual incidental expenses and other acquisition costs reflected in the amounts recorded by Aqua Indiana shall not exceed \$35,000.

B. Petitioner shall amortize contributions in aid of construction ("CIAC") as an offset to its depreciation expense and shall use for such purpose a composite rate of 2.5% or such other rate or rates as the Commission shall direct.

C. Aqua Indiana should notify the customers previously served by White Oak regarding electronic access to the new rules and regulations that will be applicable to their wastewater utility service.

D. Prior to the closing on the acquisition, Aqua Indiana should confirm that White Oak does not possess any deposits made by its customers. If any such deposits are identified, Aqua Indiana shall cause White Oak to return them to the customers involved or deliver them to Aqua Indiana to be handled and returned as appropriate.

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E. In the event Aqua Indiana determines after it acquires and commences operation of the White Oak System that there exists a more appropriate basis to record on its books and records the acquired plant, property and assets than as described in Paragraph 1F above, subject to any defenses, Aqua Indiana shall submit such for Commission review and approval in the first general rate case it initiates, which Aqua anticipates will not occur more than three years from the date it closes on the acquisition and commences operation of the acquired plant, property and assets.

F. Within 12 months of closing, Aqua Indiana will provide to the OUCC a complete list by NARUC account of utility plant being acquired. At that time, Aqua Indiana will also provide to the OUCC the value of accumulated depreciation, if any, by NARUC account as of the date of closing, which amount Aqua Indiana deems it is appropriate to record. Aqua Indiana shall also provide to the OUCC an unaudited opening balance sheet for this division and the total amount of transaction costs incurred by cost category (legal fees, etc.).

3. **Scope and Approval**

A. Neither the making of this Settlement Agreement nor any of its provisions, including without limitation any provisions contained in exhibits to this Settlement Agreement, shall constitute in any respect an admission by any Settling Party in this or any other litigation or proceeding. This Settlement Agreement is solely the result of compromise in the settlement process and, except as provided herein, is without prejudice to and shall not constitute a waiver of any position that any of the Settling Parties may take with respect to any or all of the issues resolved herein in any future regulatory or other proceedings.

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B. Neither the making of this Settlement Agreement, nor the provisions thereof, nor the entry by the Commission of a Final Order approving this Settlement Agreement, shall establish any principles or legal precedent applicable to Commission proceedings other than those resolved herein. This Settlement Agreement shall not constitute nor be cited as precedent by any person or deemed an admission by any Settling Party in any other proceeding except as necessary to enforce its terms before the Commission, or any tribunal of competent jurisdiction.

C. The undersigned have represented and agreed that they are fully authorized to execute this Settlement Agreement on behalf of their designated clients, and their successors and assigns, who will be bound thereby, subject to the agreement of the Settling Parties on the provisions contained herein and in the attached exhibits.

D. The communications and discussions during the negotiations and conferences have been conducted based on the explicit understanding that said communications and discussions are or relate to offers of settlement and therefore are privileged. All prior drafts of this Settlement Agreement and any settlement proposals and counterproposals also are or relate to offers of settlement and are privileged.

E. The Settling Parties shall offer supplemental testimony supporting the Commission's approval of this Settlement Agreement and will request that the Commission issue a Final Order incorporating the agreed proposed language of the Settling Parties and accepting and approving the same in accordance with its terms without any modification. Such supportive testimony will be agreed-upon by the Settling Parties and offered into evidence without objection by any Settling Party and the Settling Parties hereby waive cross-examination of each other's witnesses.

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F. This Settlement Agreement is conditioned upon and subject to Commission acceptance and approval of its terms in their entirety, without any change or condition that is unacceptable to any Settling Party. The Settling Parties will support this Settlement Agreement before the Commission and request that the Commission accept and approve the Settlement Agreement. This Settlement Agreement is a complete, interrelated package and is not severable, and shall be accepted or rejected in its entirety without modification or further condition(s) that may be unacceptable to any Settling Party. The Settling Parties propose to submit this Settlement Agreement and evidence conditionally, and if the Commission fails to approve this Settlement Agreement in its entirety without any change or imposes condition(s) unacceptable to any adversely affected Settling Party, the Settlement Agreement and supporting evidence may be withdrawn and the Commission will continue to proceed to a decision in the affected proceeding, without regard to the filing of this Settlement Agreement.

G. The Settling Parties will work together to prepare an agreed upon proposed order to be submitted in this Cause. The Settling Parties will request Commission acceptance and approval of this Settlement Agreement in its entirety, without any change or condition that is unacceptable to any party to this Settlement Agreement. The Settling Parties will request that the Commission issue a Final Order promptly accepting and approving this Settlement Agreement in accordance with its terms.

H. The Settling Parties shall not appeal or seek rehearing, reconsideration or a stay of any Final Order entered by the Commission approving the Settlement Agreement in its entirety without changes or condition(s) unacceptable to any Settling Party (or related orders to the extent such orders are specifically and exclusively implementing the provisions

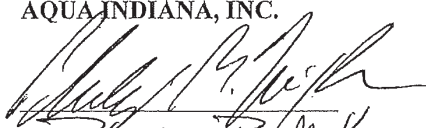
Appendix A-5.2 (ScottMadden)

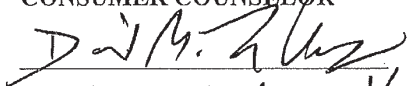
hereof) and shall not oppose this Settlement Agreement in the event of any appeal or a request for rehearing, reconsideration or a stay by any person not a party hereto.

AGREED and ACCEPTED this 31st day of October, 2016.

AQUA INDIANA, INC.

INDIANA OFFICE OF UTILITY
CONSUMER COUNSELOR


By: Philip B. McKernan


By: Daniel M. LeVay

Its: Attorney

Its: Deputy consumer counselor

ORIGINAL

Handwritten signatures and initials: JAH, mw, sel

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF AQUA INDIANA, INC. ("AQUA)
INDIANA") FOR (1) APPROVAL OF THE SALE AND)
TRANSFER TO AQUA INDIANA OF WATER UTILITY)
ASSETS IN ST. JOSEPH COUNTY, INDIANA USED BY)
WEDGEWOOD PARK WATER COMPANY, INC.)
PURSUANT TO AN ASSET PURCHASE AGREEMENT;)
(2) APPROVAL OF CERTAIN ACCOUNTING AND)
OTHER RELIEF RELATED TO THE ACQUISITION)
OF THOSE ASSETS; AND (3) CONSENTING TO ST.)
JOSEPH COUNTY GRANTING AQUA INDIANA)
LICENSES, PERMITS OR FRANCHISES FOR THE USE)
OF COUNTY-OWNED PROPERTY.)

CAUSE NO. 44814

APPROVED: DEC 28 2016

ORDER OF THE COMMISSION

Presiding Officers:

James D. Huston, Commissioner

David E. Veleta, Senior Administrative Law Judge

On July 11, 2016, Aqua Indiana, Inc. ("Petitioner") filed its petition with the Indiana Utility Regulatory Commission ("Commission") in this matter. On August 23, 2016, Petitioner filed the direct testimony and exhibits of Thomas M. Bruns, President of Aqua Indiana.

On October 28, 2016, the Indiana Office of Utility Consumer Counselor ("OUCC") filed a notice of intent not to file testimony in this proceeding. On November 1, 2016, the Parties filed a settlement agreement with the Commission. Petitioner and the OUCC filed testimony in support of the Stipulation and Settlement Agreement on November 10, 2016 and November 14, 2016, respectively. On November 17, 2016, the Presiding Officers issued a docket entry requesting information relating to Petitioner's capacity to provide fire protection services. Petitioner filed its response to the docket entry on November 18, 2016. An additional docket entry was issued by the Presiding Officers on November 18, 2016 requesting information relating to Ind. Code § 8-1-2-84(c). Petitioner filed its response to the docket entry on November 21, 2016.

The Commission held an evidentiary hearing in this Cause at 1:30 p.m. on November 28, 2016 in Room 222 of the PNC Center, 101 West Washington Street, Indianapolis, Indiana. Petitioner and the OUCC appeared and participated at the hearing.

Based on the applicable law and the evidence presented, the Commission finds:

1. Notice and Jurisdiction. Notice of the hearing in this Cause was given and published by the Commission as required by law. Petitioner is a public utility as defined by Ind. Code § 8-1-2-1(a). Under Ind. Code § 8-1-2-84, the Commission has jurisdiction over the transfer of utility property. Therefore, the Commission has jurisdiction over Petitioner and the subject matter of this proceeding.

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2. **Background.** Petitioner is an Indiana for-profit corporation providing water utility service to approximately 881 customers and wastewater utility services to approximately 20,772 customers in Indiana. Petitioner also supports the regulated wastewater utility operations of South Haven Sewer Works, Inc. (“South Haven”) and will continue to do so until South Haven is merged into Petitioner as permitted by the Commission’s April 29, 2015 Order in Cause No. 44533. Upon implementing that merger, Petitioner will directly provide water utility service to approximately 4,049 additional wastewater utility customers.

Wedgewood Park Water Company, Inc. (“Wedgewood Park”) is an Indiana for-profit corporation providing water utility service to approximately 211 residential customers and five commercial customers in a subdivision near the Indiana-Michigan state line in St. Joseph County, Indiana. Wedgewood Park’s distribution system consists of approximately two miles of four-inch and six-inch cast iron mains, with 15 hydrants. Wedgewood Park’s system is interconnected with the water system operated by Niles, Michigan Charter Township, which supplies under a long term supply contract the water distributed by Wedgewood Park. The circumstances that led up to Wedgewood Park contracting for its water supply are described in the Commission’s November 6, 2013 Order in Cause No. 44369.

3. **Relief Requested.** Petitioner seeks to have the Commission approve the sale and transfer to Petitioner of the water utility plant, property, and assets currently used by Wedgewood Park to provide water utility service. The water utility plant, property, and assets that Petitioner will acquire (the “Wedgewood Park System”) are described in an Asset Purchase Agreement entered by and between Wedgewood Park and Petitioner (the “Purchase Agreement”).

In connection with the sale and transfer of the Wedgewood Park System, Petitioner also requests that the Commission (i) approve of Petitioner charging and collecting from present and future customers of the Wedgewood Park System the same rates and charges as Wedgewood Park currently charges customers, subject to such changes as the Commission may approve in the future; (ii) approve of Petitioner applying to present and future customers of the Wedgewood Park System those rules and regulations as Petitioner currently applies to customers, unless and until the Commission has approved other rules and regulations to be applied to such customers; (iii) approve of Petitioner recording the acquisition of the Wedgewood Park System on its books and records in the same way it is shown at closing on Wedgewood Park’s books and records, with such adjustments as may be necessary to reflect their acquisition by Petitioner; and (iv) approve of Petitioner utilizing Wedgewood Park’s depreciation rates for plant, property, and assets comprising the Wedgewood Park System and used to serve present and future customers.

Petitioner also is seeking to have the Commission determine, in accordance with Ind. Code § 36-2-2-23, that public convenience and necessity requires Petitioner to provide water utility service within the county and consent to St. Joseph County granting Petitioner licenses, permits, or franchises for the use of county-owned property to provide water utility service.

4. **Petitioner’s Evidence.** Mr. Bruns described the origin and contents of the Purchase Agreement. According to Mr. Bruns, Mr. Dennis Jusko, Wedgewood Park’s President, approached Petitioner in July 2015 to inquire if it had interest in acquiring the Wedgewood Park System. After

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completing some preliminary due diligence, Petitioner entered into negotiations with Mr. Jusko that led to the execution of the Purchase Agreement.

Mr. Bruns stated that the Purchase Agreement provides for Petitioner's purchase of the Wedgewood Park System, which is described in Section 1 and Schedule 1.1 of the Purchase Agreement. Under Section 1.3 of the Purchase Agreement, the consideration for the purchase is \$210,000. Section 2 of the Purchase Agreement provides that the closing of the transaction will occur within 45 days after receipt of all final regulatory approvals. The closing is subject to certain conditions that are described in the Purchase Agreement and include Wedgewood Park providing Petitioner with certain information; Petitioner's satisfactory completion of its due diligence; verification of Wedgewood Park's title to the assets being transferred; the transfer of certain permits; receipt of certain consents and approvals, including without limitation the approval of the Commission; and the lack of any prohibitions to consummation of the matters covered by the Purchase Agreement. Mr. Bruns testified that, like the rest of the Purchase Agreement, the purchase price resulted from arms-length negotiation between Wedgewood Park and Petitioner.

Mr. Bruns explained that the Wedgewood Park System will be operated by Petitioner with the assistance of a qualified and experienced contract operator with oversight provided by personnel at Petitioner's affiliate, South Haven. Mr. Bruns noted that this will deviate in some respects from the way the Wedgewood Park System is currently operated by Wedgewood Park. However, Mr. Bruns was of the opinion that the operational and customer service differences will be beneficial to Wedgewood Park's customers. Mr. Bruns also testified that, after the acquisition of the Wedgewood Park System, it will be thoroughly inspected with corrective repairs made where needed and that Petitioner presently intends to replace all manual read residential meters with Radio Read meters. According to Mr. Bruns, like all facilities in Indiana operated by Petitioner, funding for improvements to the Wedgewood Park System would come from Petitioner's corporate parent, Aqua America.

As testified to by Mr. Bruns, Petitioner intends to apply to present and future customers the same rates and charges as are currently charged and collected by Wedgewood Park. Mr. Bruns also stated that the customers of the Wedgewood Park System will be subject to the same rules and regulations as Petitioner currently applies to its other water utility customers in Indiana, unless and until the Commission has approved other rules and regulations to be applied.

Mr. Bruns testified that Petitioner intends to record the plant, property, and assets acquired from Wedgewood Park on its books and records in the same way they are shown at closing on Wedgewood Park's books and records, with such adjustments as may be necessary to reflect their acquisition by Petitioner. Petitioner anticipates that based on information currently available it will make the following accounting entries to record the acquisition of the Wedgewood Park System:

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| | <u>Debit</u> | <u>Credit</u> |
|---|--------------|---------------|
| Utility Plant in Service (Utility Assets \$236,815 + Organization Costs estimated at \$20,000) | \$256,815 | |
| Accumulated Depreciation | | (\$74,408) |
| CIAC | | (\$4,437) |
| Utility Plant Acquisition Adjustment (Purchase Price \$210,000 less Net Book Value of Utility Assets \$157,970) | \$52,030 | |
| Cash (Purchase Price \$210,000 + Organization Cost \$20,000) | | (\$230,000) |

The actual entries Petitioner will make should reflect information as of the date of the closing of the acquisition. Further, Mr. Bruns testified that Petitioner is not seeking to recover all or any portion of an acquisition adjustment in this Cause. He stated that any such relief would be reflected in a future rate case, if at all. Additionally, Mr. Bruns testified that Petitioner proposes to utilize Wedgewood Park's depreciation rate or rates for plant, property, and assets comprising the Wedgewood Park System and used to serve present and future customers.

Mr. Bruns explained that, assuming the Commission approves the transfer of the Wedgewood Park System, he believed Petitioner will have the authority needed to lawfully own and operate the Wedgewood Park System. He also testified that Petitioner has the managerial, technical, and financial resources necessary to properly operate the Wedgewood Park System and provide adequate and reliable service to present and future customers. According to Mr. Bruns, Petitioner has a record of handling successful utility operations in Indiana. In his view, implementation of the Purchase Agreement will benefit the customers served by the Wedgewood Park System through, among other ways, access to the technical, financial, and customer service capabilities of Petitioner. Mr. Bruns testified that the Purchase Agreement and the acquisition provided for by it will serve public convenience and necessity and are in the public interest.

Finally, Mr. Bruns testified that Petitioner intends to use county-owned property, including without limitation highway rights-of-way, in connection with operating the Wedgewood Park System. According to Mr. Bruns, public convenience and necessity require such service and Petitioner is requesting the Commission to make such a determination and consent to St. Joseph County granting Petitioner licenses, permits, or franchises for the use of county-owned property.

5. Settlement Agreement. The Stipulation and Settlement Agreement ("Settlement Agreement") entered into by Petitioner and the OUCC is attached hereto and incorporated herein by reference. The Settlement Agreement provides that Petitioner and the OUCC agree that, subject to

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certain conditions described in the Settlement Agreement, approval of the proposed sale and transfer of the Wedgewood Park System and the other relief requested by Petitioner will serve the public interest and public convenience and necessity. Specifically, the parties request the Commission to issue a Final Order in this Cause: (i) Finding that the relief requested by Petitioner in this Cause will serve the public interest and public convenience and necessity; (ii) Approving the sale and transfer of the Wedgewood Park System to Petitioner pursuant to the Purchase Agreement; (iii) Approving the Purchase Agreement and the terms and conditions set forth therein to the extent necessary to authorize the transfer; (iv) Approving Petitioner's application to present and future customers within the Wedgewood Park System of the same rates and charges as are currently applied by Wedgewood Park to its customers within St. Joseph County, Indiana, subject to such changes as the Commission may approve in the future; (v) Approving Petitioner's application to customers within the Wedgewood Park System of the rules and regulations as are currently applied by Petitioner to its customers, subject to such changes as the Commission may approve in the future; (vi) Approving of Petitioner recording the acquisition of the Wedgewood Park System on its books and records in the same way it is shown at closing on Wedgewood Park's books and records, with such adjustments as may be necessary to reflect their acquisition by Petitioner; (vii) Approving Petitioner use of Wedgewood Park's current depreciation rate(s) for plant, property, and assets comprising the Wedgewood Park System and such other property as may be used to serve present and future customers, subject to such changes as the Commission may approve in the future; and (viii) Consenting to St. Joseph County, Indiana granting Petitioner licenses, permits or franchises for the use of county-owned property to provide water utility service.

As noted above, Petitioner and the OUCC agree that granting the above-described relief should be subject to certain conditions set forth in the Settlement Agreement; namely: (i) incidental expenses and other acquisition costs reflected in the amounts recorded by Petitioner as part of the acquisition of the Wedgewood Park System shall not exceed \$20,000; (ii) Petitioner shall amortize contributions in aid of construction ("CIAC") as an offset to its depreciation expense (i.e. for ratemaking purposes) and shall use for such purpose Wedgewood Park's current depreciation rate(s) or such other rate or rates as the Commission shall direct; (iii) Petitioner should notify the customers previously served by Wedgewood Park regarding electronic access to the new rules and regulations that will be applicable to their water utility service; (iv) Prior to the closing on the acquisition, Petitioner should confirm that Wedgewood Park does not possess any deposits made by its customers. If any such deposits are identified, Petitioner shall cause Wedgewood Park to return them to the customers involved or deliver them to Petitioner to be handled and returned as appropriate; (v) Within 12 months of closing, Petitioner will provide to the OUCC a complete list by NARUC account of utility plant being acquired. At that time, Petitioner will also provide to the OUCC the value of accumulated depreciation, if any, by NARUC account as of the date of closing, which amount Petitioner deems it is appropriate to record. Petitioner shall also provide to the OUCC an unaudited opening balance sheet for this division and the total amount of transaction costs incurred by cost category (legal fees, etc.); (vi) Within 12 months of closing, Petitioner will replace all customer meters with new radio frequency ("RF") meters. Thereafter, relying on one year of data Aqua will reassess water loss calculations and formulate a plan, if appropriate, to mitigate any continuing excessive water loss.

6. **Evidence in Support of Settlement Agreement.** Mr. Bruns provided testimony in

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support of the Settlement Agreement. Mr. Bruns described the events that led to the execution of the Settlement Agreement, including the proposals, discovery, and negotiations. Mr. Bruns then summarized the Settlement Agreement. Mr. Bruns testified that, in the Settlement Agreement, the parties agreed that the Commission should essentially grant the relief sought by Petitioner in its Verified Petition, including, among other things, approval of the sale and transfer of the Wedgewood Park System to Petitioner pursuant to the Purchase Agreement, and consenting to St. Joseph County, Indiana granting Petitioner the licenses, permits, or franchises for the use of county-owned property to provide wastewater utility service.

Mr. Bruns also testified regarding the conditions that Petitioner and the OUCC agreed to that were not included in Petitioner's Verified Petition. The first condition that Mr. Bruns described relates to Petitioner's recording on its books and records of the acquisition of the Wedgewood Park System, in that Paragraph 2(A) of the Settlement Agreement caps the amount of actual incidental expenses and other acquisition costs reflected as transaction costs in the amounts recorded by Petitioner at \$20,000.

Mr. Bruns next testified that Petitioner has agreed to provide the OUCC a complete list of utility plant being acquired and set forth by NARUC account any accumulated depreciation it determines appropriate to record as of the date of the purchase, within 12 months of closing. Mr. Bruns noted that Petitioner also agreed to provide to the OUCC an unaudited opening balance sheet for this division and the total amount of transaction costs incurred by cost category (such as legal fees).

Mr. Bruns then testified about the parties' agreement that Petitioner should use Wedgewood Park's current depreciation rate(s) for plant, property, and assets comprising the Wedgewood Park System and such other property as may be used to serve present and future customers. However, Petitioner also agreed to amortize contributions in aid of construction as an offset to its depreciation expense and shall use for such purpose Wedgewood Park's current depreciation rate(s) or such other rate or rates as the Commission shall direct.

The next provision of the Settlement Agreement that Mr. Bruns addressed was its provision that requires Petitioner to notify the customers previously served by Wedgewood Park regarding electronic access to the new rules and regulations that will be applicable to their wastewater utility service. Additionally, prior to the closing on the acquisition, Mr. Bruns explained that Petitioner agreed to confirm that Wedgewood Park does not possess any deposits made by its customers, and that if any such deposits are identified, Petitioner shall cause Wedgewood Park to return them to the customers involved or deliver them to Petitioner to be handled and returned as appropriate.

Mr. Bruns completed his testimony with his observation that, in his opinion, the Settlement Agreement should be approved by the Commission because it is consistent with the public interest, each party will receive benefits, and the customers will receive additional benefits as set forth in the Settlement Agreement.

Margaret A. Stull, Senior Utility Analyst in the OUCC's Water/Wastewater Division, testified in support of the Settlement Agreement. After reviewing the relief Petitioner requested in this Cause,

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Ms. Stull described the key terms of the Settlement Agreement. Ms. Stull explained that the Settlement Agreement authorizes Petitioner to consummate the acquisition of certain Wedgewood Park water utility assets, and that the relief otherwise requested by Petitioner should be granted, subject to the conditions set forth in the Settlement Agreement.

Ms. Stull testified that the OUCC agreed that Petitioner should be permitted to book an amount equal to the purchase price (\$210,000) plus actually incurred transaction costs not to exceed \$20,000.

Next, Ms. Stull explained that the Settlement Agreement contained various terms that are in the public interest. First, the Settlement Agreement provided that Petitioner should notify the customers previously served by Wedgewood Park as to where they may access the rules and regulations that will now apply to Petitioner's service. Additionally, to promote maintenance of a positive rate base and encourage continued prudent investment, Petitioner agreed that it will amortize CIAC as an offset to its depreciation expense and shall use for such purpose Wedgewood Park's current depreciation rate of 1.7% or such other rate or rates as the Commission shall direct.

Ms. Stull also testified that, in order to avoid misunderstanding and promote appropriate accounting of deposits, Petitioner will confirm that Wedgewood Park does not possess any deposits made by its customers. If such deposits are identified, Petitioner will cause Wedgewood Park to return the deposits to the customers or deliver them to Petitioner for appropriate handling and return.

Ms. Stull also testified that Petitioner agreed to provide the OUCC a complete list by NARUC account of utility plant and accumulated depreciation, being acquired as of the date of the purchase within 12 months of closing. Additionally, Ms. Stull explained that, to promote transparency and more efficient regulatory proceedings, the Settlement Agreement provides that Petitioner shall provide an opening balance sheet for the division and the total amount of transactions costs incurred by cost category.

Ms. Stull completed her testimony by asking that the Commission approve the Settlement Agreement, which is supported by the evidence, contains fair and reasonable terms and conditions, and is a just resolution of the issues in this Cause. The OUCC believes the settlement is in the public interest.

7. **Discussion and Findings.** Settlements presented to the Commission are not ordinary contracts between private parties. *United States Gypsum, Inc. v. Indiana Gas Co.*, 735 N.E.2d 790, 803 (Ind. 2000). When the Commission approves a settlement, that settlement "loses its status as a strictly private contract and takes on a public interest gloss." *Id.* (quoting *Citizens Action Coalition of Ind., Inc. v. PSI Energy, Inc.*, 664 N.E.2d 401, 406 (Ind. Ct. App. 1996)). Thus, the Commission "may not accept a settlement merely because the private parties are satisfied; rather [the Commission] must consider whether the public interest will be served by accepting the settlement." *Citizens Action Coalition*, 664 N.E.2d at 406.

Further, any Commission decision, ruling, or order, including the approval of a settlement, must be supported by specific findings of fact and sufficient evidence. *United States Gypsum*, 735 N.E.2d at 795 (citing *Citizens Action Coalition of Ind., Inc. v. Public Service Co. of Ind., Inc.*, 582

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N.E.2d 330, 331 (Ind. 1991)). The Commission's own procedural rules require that settlements be supported by probative evidence. 170 IAC 1-1.1-17(d). Therefore, before the Commission can approve the Settlement Agreement, we must determine whether the evidence in this Cause sufficiently supports the conclusions that the Settlement Agreement is reasonable, just, and consistent with the purpose of Indiana Code ch. 8-1-2, and that such agreement serves the public interest.

The Purchase Agreement is part of the record of this Cause and the evidence contains additional testimony describing its approval, terms and the acquisition contemplated by it. The evidence also shows that the Purchase Agreement and the purchase price provided for in it was the result of arms-length negotiations. The evidence indicated that the amount the parties agreed Petitioner would pay for the acquisition of the Wedgewood Park property, plant, or business (\$210,000) is not an amount in excess of 5% of the book cost to Petitioner of all property, plant, or business owned by it at the time of filing its petition in this Cause (in excess of \$100,000,000). Therefore, the shareholder approval provision of Ind. Code § 8-1-2-84(c) is not applicable to this Cause.

Further, the evidence shows that Petitioner has the legal, managerial, technical, and financial ability to provide water service. Petitioner is an experienced utility operator committed to providing adequate and reliable service and has a reasonable plan to operate the Wedgewood Park System with a qualified operator under its direct supervision. Also, upon acquiring the Wedgewood Park System, Petitioner intends to inspect the system and make such improvements as may be necessary. Further, Petitioner has agreed to replace all customer meters with new RF meters within 12 months of closing on the acquisition and, thereafter, reassess water loss calculations relying on one year of data and formulate a plan, if appropriate, to mitigate any continuing excessive water loss. In this regard, Petitioner also will be able to rely on Aqua America to support its provision of service to the current customers of the Wedgewood Park System.

Petitioner's proposal to apply to present and future customers the same rates and charges as are applied by Wedgewood Park is reasonable and should be approved. Similarly, Petitioner's proposal to apply to customers of the Wedgewood Park System the same rules and regulations for service as are currently applied to Petitioner's customers is reasonable and should be approved. However, Petitioner should notify the customers previously served by Wedgewood Park regarding electronic access to the new rules and regulations that will be applicable to their water utility service.

There is no dispute concerning Petitioner's proposal to utilize the same depreciation rate as currently used by Wedgewood Park, which as Ms. Stull testified is 1.7%. However, the parties have further agreed that Petitioner will amortize CIAC as an offset to depreciation expense using Wedgewood Park's current depreciation rate(s) or such other rate or rates as the Commission shall direct. Since it is agreed to by the parties, this is a reasonable agreement that might contribute toward Petitioner's rates for services to customers remaining reasonable.

Further, Petitioner's proposal to record the acquisition of the Wedgewood Park System in the same manner as shown on Wedgewood Park's books and records is reasonable. In this regard, the parties have agreed that, within 12 months of closing, Petitioner shall provide to the OUCC a complete list by NARUC account of utility plant being acquired. At that time, Petitioner shall also provide to

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the OUCC the value of accumulated depreciation, if any, by NARUC account as of the date of closing, which amount Petitioner deems it is appropriate to record. Petitioner shall also provide to the OUCC an unaudited opening balance sheet for this division and the total amount of transaction costs incurred by cost category with the amount of any incidental expenses and other acquisition-related costs limited to \$20,000. Again, this is a reasonable matter for the parties to have agreed to and, as Ms. Stull testified, should promote transparency and more efficient regulatory proceedings.

The evidence shows that Petitioner's acquisition and operation of the Wedgewood Park System by Petitioner is supported by public convenience and necessity, is in the public interest, and should be approved. As reflected in the Stipulation and Settlement Agreement, however, Petitioner should notify the Commission and the OUCC within 14 days of Wedgewood Park's assets being transferred to it. Also, prior to the closing on its sale of the Wedgewood Park System, Petitioner should confirm that Wedgewood Park does not possess any deposits made by its customers. If any such deposits are identified, Petitioner shall cause Wedgewood Park to return them to the customers involved or deliver them to Petitioner to be handled and returned as appropriate.

Finally, Ind. Code § 36-2-2-23 requires the consent of the Commission prior to the grant by a board of county commissioners of a permit to a utility to use county property (generally roads, easements, right-of-ways, and the like) in rendering utility service. In this regard, since the Commission found above that public convenience and necessity require Petitioner's service to the customers of the Wedgewood Park System, it should grant its consent to the Board of Commissioners of St. Joseph County issuing to Petitioner a license, permit, or franchise for the use of county property in rendering water utility service in accordance with applicable Indiana law.

Based on the review of the evidence presented and above discussion, we find that the Settlement Agreement is reasonable, supported by the evidence and in the public interest. Therefore, we approve the Settlement Agreement consistent with our findings above. Further, the Parties agree that the Settlement Agreement should not be used as precedent in any other proceeding or for any other purpose, except to the extent necessary to implement or enforce its terms. Consequently, with regard to future citation of the Settlement Agreement, we find that our approval herein should be construed in a manner consistent with our finding in *Richmond Power & Light*, Cause No. 40434, 1997 Ind. PUC LEXIS 459, at *19-22 (IURC March 19, 1997).

IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:

1. The sale and transfer to Petitioner of the Wedgewood Park System pursuant to the Purchase Agreement is approved.
2. The Purchase Agreement and the terms and conditions set forth therein to the extent necessary to authorize the transfer are approved.
3. Petitioner shall charge and collect from present and future customers of the Wedgewood Park System the same rates and charges as Wedgewood Park currently charges water utility customers, subject to such changes as the Commission may approve in the future. Petitioner

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shall file a tariff by the date the transactions closes.

4. Petitioner shall apply to present and future customers of the Wedgewood Park System those rules and regulations as Petitioner currently applies to water utility customers, unless and until the Commission has approved other rules and regulations to be applied to such customers.

5. Petitioner shall record the acquisition of the Wedgewood Park System on its books and records in the same way it is shown at closing on Wedgewood Park's books and records, with such adjustments as may be necessary to reflect their acquisition by Petitioner and the requirements of this Order.

6. Petitioner shall utilize in the manner described in this Order Wedgewood Park's depreciation rate of 1.7% for plant, property, and assets comprising the Wedgewood Park System and used to serve present and future customers.

7. Petitioner shall comply fully with the conditions identified in Paragraph 2 of the Stipulation and Settlement Agreement and discussed in Finding No. 7 above.

8. The Commission hereby consents to St. Joseph County, Indiana granting Petitioner licenses, permits, or franchises for the use of county-owned property.

9. This Order shall be effective on and after the date of its approval.

STEPHAN, FREEMAN, HUSTON, AND WEBER CONCUR; ZIEGNER ABSENT:

APPROVED: DEC 28 2016

**I hereby certify that the above is a true
and correct copy of the Order as approved.**



Mary M. Becerra
Secretary of the Commission

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FILED
NOVEMBER 1, 2016
INDIANA UTILITY
REGULATORY COMMISSION

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF AQUA INDIANA, INC. (“AQUA)
INDIANA”) FOR (1) APPROVAL OF THE SALE)
AND TRANSFER TO AQUA INDIANA OF WATER)
UTILITY ASSETS IN ST. JOSEPH COUNTY,)
INDIANA USED BY WEDGEWOOD PARK)
WATER COMPANY, INC. PURSUANT TO AN)
ASSET PURCHASE AGREEMENT; (2)) CAUSE NO. 44814
APPROVAL OF CERTAIN ACCOUNTING AND)
OTHER RELIEF RELATED TO THE)
ACQUISITION OF THOSE ASSETS; AND (3))
CONSENTING TO ST. JOSEPH COUNTY)
GRANTING AQUA INDIANA LICENSES,)
PERMITS OR FRANCHISES FOR THE USE OF)
COUNTY-OWNED PROPERTY.)

STIPULATION AND SETTLEMENT AGREEMENT

On July 11, 2016, Aqua Indiana, Inc. (“Aqua Indiana” or “Petitioner”) filed its Verified Petition seeking to have the Commission approve the sale and transfer to Aqua Indiana of the plant and property currently used by Wedgewood Park Water Company, Inc. (“Wedgewood Park”) in St. Joseph County, Indiana to provide water utility service. The sale and transfer of the plant and property currently used by Wedgewood Park (the “Wedgewood Park System”) would be made pursuant to an Asset Purchase Agreement between Wedgewood Park and Aqua Indiana that appears as Attachment C to Petitioner’s Exhibit 1 (the “Purchase Agreement”). In connection with the sale and transfer of the Wedgewood Park System, Aqua Indiana also requests that the Commission (i) approve the manner in which Aqua Indiana will record the plant, property and other assets acquired from Wedgewood Park on its books and records; (ii) approve the rates and charges, as well as the rules and regulations, that Aqua Indiana will apply to customers, subject to such changes as the Commission may approve in the future; and (iii) approve the depreciation rate to be used

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by Aqua Indiana for the plant, property and assets that it may use to serve present and future customers. Finally, Aqua Indiana is seeking to have the Commission determine, in accordance with Ind. Code § 36-2-2-23, that public convenience and necessity require Aqua Indiana to provide water utility service to present and future customers of the Wedgewood Park System and consent to St. Joseph County, Indiana granting Aqua Indiana licenses, permits or franchises for the use of county-owned property to provide water utility service.

The Indiana Office of Utility Consumer Counselor (“OUCC”) reviewed the Petitioner’s filed testimony and exhibits, met with representatives of Petitioner and requested additional information from Petitioner through both formal and informal discovery. Petitioner and the OUCC (individually, a “Settling Party” and collectively, the “Settling Parties”) engaged in settlement negotiations. As a result of those negotiations, the Settling Parties reached an agreement with respect to all the issues between them before the Commission, including without limitation as follows:

1. **Granting Requested Relief.** The Settling Parties agree that, subject to the provisions of Paragraph 2 below, approval of the relief requested by Aqua Indiana in this Cause will serve the public interest and public convenience and necessity and, accordingly, the Commission should issue a Final Order in this Cause:

A. Finding that the relief requested by Aqua Indiana in this Cause will serve the public interest and public convenience and necessity;

B. Approving the sale and transfer of the Wedgewood Park System to Aqua Indiana pursuant to the Purchase Agreement;

C. Approving the Purchase Agreement and the terms and conditions set forth therein to the extent to authorize the sale and transfer of the system;

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D. Approving Aqua Indiana's application to present and future customers within the Wedgewood Park System of the same rates and charges as are currently applied by Wedgewood Park to its customers within St. Joseph County, Indiana, subject to such changes as the Commission may approve in the future;

E. Approving Aqua Indiana's application to customers within the Wedgewood Park System of the rules and regulations as are currently applied by Aqua Indiana to its customers, subject to such changes as the Commission may approve in the future;

F. Approving of Aqua Indiana recording the acquisition of the Wedgewood Park System on its books and records in the same way it is shown at closing on Wedgewood Park's books and records, with such adjustments as may be necessary to reflect their acquisition by Aqua Indiana;

G. Approving Aqua Indiana use of Wedgewood Park's current depreciation rate(s) for plant, property and assets comprising the Wedgewood Park System and such other property as may be used to serve present and future customers, subject to such changes as the Commission may approve in the future; and

H. Consenting to St. Joseph County, Indiana granting Aqua Indiana licenses, permits or franchises for the use of county-owned property to provide water utility service.

2. **Other Agreements.**

A. For purposes of Paragraph 1F above, incidental expenses and other acquisition costs reflected in the amounts recorded by Aqua Indiana as part of the acquisition of the Wedgewood Park System shall not exceed \$20,000.

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B. Petitioner shall amortize contributions in aid of construction (“CIAC”) as an offset to its depreciation expense (i.e. for ratemaking purposes) and shall use for such purpose Wedgewood Park’s current depreciation rate(s) or such other rate or rates as the Commission shall direct.

C. Aqua Indiana should notify the customers previously served by Wedgewood Park regarding electronic access to the new rules and regulations that will be applicable to their water utility service.

D. Prior to the closing on the acquisition, Aqua Indiana should confirm that Wedgewood Park does not possess any deposits made by its customers. If any such deposits are identified, Aqua Indiana shall cause Wedgewood Park to return them to the customers involved or deliver them to Aqua Indiana to be handled and returned as appropriate.

E. Within 12 months of closing, Aqua Indiana will provide to the OUCC a complete list by NARUC account of utility plant being acquired. At that time, Aqua Indiana will also provide to the OUCC the value of accumulated depreciation, if any, by NARUC account as of the date of closing, which amount Aqua Indiana deems it is appropriate to record. Aqua Indiana shall also provide to the OUCC an unaudited opening balance sheet for this division and the total amount of transaction costs incurred by cost category (legal fees, etc.).

F. Within 12 months of closing, Aqua Indiana will replace all customer meters with new radio frequency (“RF”) meters. Thereafter, relying on one year of data Aqua will reassess water loss calculations and formulate a plan, if appropriate, to mitigate any continuing, excessive water loss.

3. Scope and Approval

A. Neither the making of this Settlement Agreement nor any of its provisions, including without limitation any provisions contained in exhibits to this Settlement Agreement, shall constitute in any respect an admission by any Settling Party in this or any other litigation or proceeding. This Settlement Agreement is solely the result of compromise in the settlement process and, except as provided herein, is without prejudice to and shall not constitute a waiver of any position that any of the Settling Parties may take with respect to any or all of the issues resolved herein in any future regulatory or other proceedings.

B. Neither the making of this Settlement Agreement, nor the provisions thereof, nor the entry by the Commission of a Final Order approving this Settlement Agreement, shall establish any principles or legal precedent applicable to Commission proceedings other than those resolved herein. This Settlement Agreement shall not constitute nor be cited as precedent by any person or deemed an admission by any Settling Party in any other proceeding except as necessary to enforce its terms before the Commission, or any tribunal of competent jurisdiction.

C. The undersigned have represented and agreed that they are fully authorized to execute this Settlement Agreement on behalf of their designated clients, and their successors and assigns, who will be bound thereby, subject to the agreement of the Settling Parties on the provisions contained herein and in the attached exhibits.

D. The communications and discussions during the negotiations and conferences have been conducted based on the explicit understanding that said communications and discussions are or relate to offers of settlement and therefore are privileged. All prior drafts

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of this Settlement Agreement and any settlement proposals and counterproposals also are or relate to offers of settlement and are privileged.

E. The Settling Parties shall offer supplemental testimony supporting the Commission's approval of this Settlement Agreement and will request that the Commission issue a Final Order incorporating the agreed proposed language of the Settling Parties and accepting and approving the same in accordance with its terms without any modification. Such supportive testimony will be agreed-upon by the Settling Parties and offered into evidence without objection by any Settling Party and the Settling Parties hereby waive cross-examination of each other's witnesses.

F. This Settlement Agreement is conditioned upon and subject to Commission acceptance and approval of its terms in their entirety, without any change or condition that is unacceptable to any Settling Party. The Settling Parties will support this Settlement Agreement before the Commission and request that the Commission accept and approve the Settlement Agreement. This Settlement Agreement is a complete, interrelated package and is not severable, and shall be accepted or rejected in its entirety without modification or further condition(s) that may be unacceptable to any Settling Party. The Settling Parties propose to submit this Settlement Agreement and evidence conditionally, and if the Commission fails to approve this Settlement Agreement in its entirety without any change or imposes condition(s) unacceptable to any adversely affected Settling Party, the Settlement Agreement and supporting evidence may be withdrawn and the Commission will continue to proceed to a decision in the affected proceeding, without regard to the filing of this Settlement Agreement.

G. The Settling Parties will work together to prepare an agreed upon proposed

Appendix A-5.2 (ScottMadden)

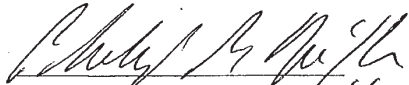
order to be submitted in this Cause. The Settling Parties will request Commission acceptance and approval of this Settlement Agreement in its entirety, without any change or condition that is unacceptable to any party to this Settlement Agreement. The Settling Parties will request that the Commission issue a Final Order promptly accepting and approving this Settlement Agreement in accordance with its terms.

H. The Settling Parties shall not appeal or seek rehearing, reconsideration or a stay of any Final Order entered by the Commission approving the Settlement Agreement in its entirety without changes or condition(s) unacceptable to any Settling Party (or related orders to the extent such orders are specifically and exclusively implementing the provisions hereof) and shall not oppose this Settlement Agreement in the event of any appeal or a request for rehearing, reconsideration or a stay by any person not a party hereto.

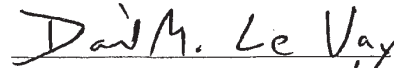
Appendix A-5.2 (ScottMadden)

AGREED and ACCEPTED this 31st day of October, 2016.

AQUA INDIANA, INC.


By: Philip B. McKenna
Its: Attorney

INDIANA OFFICE OF UTILITY
CONSUMER COUNSELOR


By: Daniel M. Le Vay
Its: Deputy Consumer Counselor

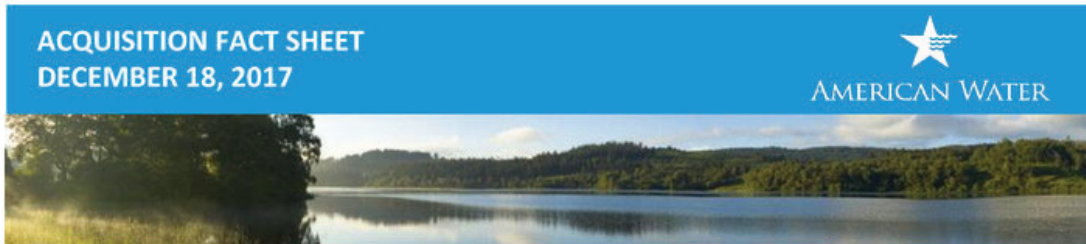
Appendix A-5.2 (ScottMadden)

1/9/2020

Exhibit

EX-99.2 3 exhibit992.htm EXHIBIT 99.2 - ACQUISITION FACT SHEET

Exhibit 99.2



ACQUISITION FACT SHEET DECEMBER 18, 2017



AMERICAN WATER: ACQUISITION OF McKEESPORT (PA) WASTEWATER SYSTEM

Acquisition Overview

- First acquisition utilizing Act 12 to close in Pennsylvania; consistent with state policy to promote use of fair market value for water and wastewater system acquisitions. Approved by PUC following stipulated settlement by all parties.
- Acquisition consistent with American Water's strategy to grow its regulated business by acquiring wastewater customers in areas where it already provides water services to customers.
- Purchase price of \$159 million with approved rate base of \$158M.
- Acquisition consistent with intent of Pennsylvania Act 11 legislation (facilitates needed investment in wastewater systems)
- Transaction expected to be EPS accretive in the first year after close (2018); with additional EPS growth expected.
- Recently completed \$62 million expansion and upgrade project for the main treatment plant and related infrastructure to comply with more stringent state and federal wastewater treatment guidelines and to accommodate growth.
- American Water expects to finance this acquisition with debt allocated to Pennsylvania American Water.
- Will operate as a part of Pennsylvania American Water; all 44 Authority employees were offered employment

KEY FACTS

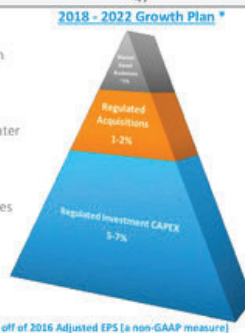
| | |
|---|-------------|
| Customers (including those served under bulk contracts) | 22,000 |
| Miles of collection & interceptor sewers | 144 |
| Treatment Plant Capacity (MGD) | 62.5 (peak) |
| Employees | 47 |

Acquisition Financing

- American Water has sufficient financing capacity to fund the transaction

Acquisition Strategy

- McKeesport transaction strengthens the company's position in wastewater sector and further demonstrates its capabilities
- Acquisition of customers adjacent to existing water footprint allows Pennsylvania American Water to achieve operating efficiencies
- As the largest regulated water and wastewater utility in the United States and Pennsylvania, this acquisition further increases scale, demonstrating American Water as the preferred partner for water and wastewater acquisitions.



Service Area

- Expands PAWC service area in Southwestern part of the state
- MACM is adjacent to PAWC Mon-Valley operations, with some overlap in customer base
- Additional growth opportunity through regionalization of nearby systems and bulk treatment contracts



AMERICAN WATER
Founded in 1886, American Water is the largest publicly traded U.S. water and wastewater utility company. Marking its 130th anniversary this year, the company employs more than 6,700 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found at www.amwater.com.



The Municipal Authority of the City of McKeesport was established in 1949 to provide wastewater treatment to the City. The Authority provided wastewater treatment for 8 surrounding municipalities under bulk contracts, resulting in service to a population of 64,000 people. The Authority will be dissolved as a result of this transaction.

"The crux of this transaction is bringing financial stability to the City of McKeesport and saving our taxpayers from Act 47 municipal bankruptcy. When we think about it, the privatization of local sewage services truly makes sense. The City isn't involved in other utility businesses – gas, electric, water – and this is a final step in providing consistent, regulated utility services to our community."

- Michael Cherepko, McKeesport Mayor

Cautionary Statement Concerning Forward-Looking Statements

Certain statements in this Acquisition Fact Sheet are forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements relate to, among other things, the source of financing for the acquisition; the determination of the final purchase price; the ability to achieve certain benefits relating to the transaction and the operations acquired; Pennsylvania American Water's ability to retain the employees of the acquired system; unexpected costs, liabilities or delays associated with the acquisition or the integration of the acquired assets; regulatory, legislative, local or municipal actions affecting the water and wastewater industries, which could adversely affect PAWC; and other economic, political, business and other factors. These statements are based on the current expectations of management of Pennsylvania American Water. There are a number of risks and uncertainties that could cause actual results to differ materially from these forward-looking statements, which are disclosed in Pennsylvania American Water's press release dated December 18, 2017 and American Water's filings with the Securities and Exchange Commission (the "SEC"). Forward looking statements are not guarantees or assurances of future performance or results, and American Water and Pennsylvania American Water do not undertake any duty to update any forward-looking statement. A reconciliation of 2016 Adjusted EPS to 2016 GAAP EPS and other related information may be found in American Water's Current Report on Form 8-K, as filed with the SEC on December 11, 2017.

Appendix A-5.2 (ScottMadden)



Aqua Pennsylvania to Welcome New Garden Township as First Municipal Acquisition Using Fair Market Valuation Legislation

June 14, 2017 01:21 PM Eastern Daylight Time

BRYN MAWR, Pa.--(BUSINESS WIRE)--Aqua America, Inc. (NYSE: WTR) today announced its largest subsidiary, Aqua Pennsylvania, received approval from the Pennsylvania Public Utility Commission to purchase the wastewater assets of New Garden Township, serving approximately 2,100 customer connections in southeast Pennsylvania's Chester County.

Aqua's application was the first that the PUC has considered since the state enacted Act 12, commonly referred to as fair market valuation legislation.

"We're proud that Aqua is the first to have an acquisition approved by the PUC under this new legislation," said Aqua America CEO Christopher Franklin.

The new law allows companies like Aqua to pay a fair market amount for municipal water and wastewater systems, benefitting local governments, customers, and the environment. Prior to FMV legislation, utilities were often limited to including only the original depreciated cost into their rate base, which became a regulatory barrier to a sale. Now, Aqua and other regulated utilities can leverage compliance expertise, purchasing power and operational efficiencies to benefit local systems' infrastructure and service.

"This purchase is all part of Aqua's efforts to do our part to strengthen wastewater infrastructure for communities in the states we serve, which means improved service and environmental stewardship for generations to come," Franklin said.

With the new legislation, Aqua is focused on balancing fair price for systems, making important infrastructure improvements and ensuring reasonable rates for its service. Aqua paid \$29.5 million for the New Garden system.

"We're thrilled to welcome New Garden Township residential and business customers to the Aqua family, and look forward to providing them the highest level of service and value," Franklin said. "We hope more communities take advantage of the benefits this new legislation can bring."

According to Franklin, Aqua expects to grow its customer base 1.5 to 2 percent in 2017.

About Aqua America

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information, or follow Aqua on Facebook at facebook.com/MyAquaAmerica and on Twitter at [@MyAquaAmerica](https://twitter.com/MyAquaAmerica).

Forward-Looking Statements

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to grow its customer base 1.5 to 2.0 percent in 2017, and the ability of the company to acquire additional wastewater systems. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business

Appendix A-5.2 (ScottMadden)

conditions, the successful integration of the customers and the facility, the ability to improve customer service and environmental stewardship, the success of the company's growth efforts including its ability to utilize Act 12, and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Aqua America's business, please refer to Aqua America's annual, quarterly and other SEC filings. Aqua America is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRF

Contacts

Aqua America, Inc.

Brian Dingerdissen, Investor Relations

610-645-1191

BJDingerdissen@AquaAmerica.com

or

Stacey Hajdak, Communications

610-520-6309

M: 267-294-1866

SMHajdak@AquaAmerica.com

PRESS RELEASE



FOR IMMEDIATE RELEASE

CONTACT: Susan Turcmanovich
Pennsylvania American Water
T: 570-351-0120
Pager: 888-441-2138
susan.turcmanovich@amwater.com

PENNSYLVANIA AMERICAN WATER CLOSES ACQUISITION OF SCRANTON WASTEWATER SYSTEM

Transaction ranks among largest wastewater acquisition in company history

SCRANTON, Pa. (December 29, 2016) – Pennsylvania American Water, a wholly owned subsidiary of American Water, announced today that it has completed the acquisition of the wastewater system assets of the Scranton Sewer Authority (SSA). The purchase price is approximately \$195 million.

The newly acquired system provides wastewater service to approximately 31,000 customers in Scranton and Dunmore. Pennsylvania American Water already provides water service to residents and businesses in both communities. The transaction represents one of American Water's largest wastewater acquisitions in the parent company's history.

"This acquisition marks a significant milestone for our company and our employees, based on the size and scope of this wastewater operation and the environmental challenges facing the system," said Pennsylvania American Water President Kathy L. Pape. "We bring both the technical expertise and financial resources to meet these challenges and provide a long-term wastewater solution, while establishing a plan to maintain reasonable rates for the customers."

The transaction's closing follows a lengthy regulatory approval process by the U.S. Environmental Protection Agency (EPA), Pennsylvania Department of Environmental Protection (DEP), the U.S. Department of Justice, and the Pennsylvania Public Utility Commission (PUC). The wastewater system is under an EPA Consent Decree that mandates significant upgrades, totaling an estimated \$140 million, to bring the system into environmental compliance. As the system's owner, Pennsylvania American Water will continue the projects started by the SSA and assume the SSA's obligations under the Consent Decree.

As part of the PUC's approval of the purchase, Pennsylvania American Water agreed to adopt the existing wastewater rates for customers served by the SSA system, although such rates will now be billed on a monthly rather than bi-monthly basis. The PUC regulates the company's rates, rules and regulations of service, so any future rate change will need to be reviewed and approved by the PUC.

"Our employees have been providing water service for a long time for the Scranton and Dunmore communities, and we are very pleased to now be the wastewater provider as well," said Pape. "We are also excited to welcome the SSA employees to the Pennsylvania American Water team."

All of the approximately 80 SSA workers who operate the wastewater system have been offered employment. The employees are represented by the Teamsters Union, Local 229, who voted on Dec. 2, to ratify a new contract offered by Pennsylvania American Water. The employees gain immediate access to the training,

Appendix A-5.2 (ScottMadden)

PENNSYLVANIA AMERICAN WATER CLOSES ACQUISITION OF SCRANTON WASTEWATER SYSTEM

development and career opportunities in any of the operations of Pennsylvania American Water or its parent company.

Pennsylvania American Water's purchase of the sewer system enables SSA to pay off its existing debt.

Under the purchase agreement, Pennsylvania American Water also committed to bring 100 new jobs to Scranton by 2020. "As we continue to invest in the region and expand our operations, these will be important jobs to support not only Pennsylvania but the growth of our national footprint," said American Water Chief Operating Officer Walter Lynch. "We expect the new jobs to generate a very positive economic impact for the Greater Scranton Area."

This acquisition adds to the company's series of large municipal wastewater transactions. In December 2015, Pennsylvania American Water acquired the wastewater assets of Fairview Township, York County. On October 31, 2016, the company purchased the wastewater assets of the Borough of New Cumberland in Cumberland County. In September 2016, Pennsylvania American Water executed an agreement to acquire the wastewater system assets of the Municipal Authority of the City of McKeesport, Allegheny County, which is currently pending regulatory approvals. Pennsylvania American Water now operates wastewater systems in Adams, Beaver, Butler, Chester, Clarion, Cumberland, Lackawanna, Monroe, Northumberland, Pike, Washington and York counties.

Pennsylvania American Water, a wholly owned subsidiary of American Water (NYSE: AWK), is the largest water utility in Pennsylvania, providing high-quality and reliable water and/or wastewater services to approximately 2.3 million people. Founded in 1886, American Water is the largest publicly traded U.S. water and wastewater utility company. Marking its 130th anniversary this year, the company employs more than 6,700 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found at www.amwater.com.

Cautionary Statement Concerning Forward-Looking Statements

Certain statements in this press release are forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements relate to, among other things, anticipated capital investments, the ability of Pennsylvania American Water to comply with the Consent Decree, and the ability to achieve certain benefits, synergies and goals relating to the transaction and the acquired operations. These statements are based on the current expectations of management of Pennsylvania American Water. There are a number of risks and uncertainties that could cause actual results to differ materially from these forward-looking statements, including with respect to (1) the occurrence of the benefits and synergies expected or predicted to occur as a result of the acquisition; (2) unexpected costs, liabilities or delays associated with the integration of the acquired business; (3) regulatory, legislative, local or municipal actions affecting the water and wastewater industries, which could adversely affect Pennsylvania American Water; (4) Pennsylvania American Water's ongoing compliance with the Consent Decree; and (5) other economic, business and other factors. Forward-looking statements are not guarantees or assurances of future performance or results, and Pennsylvania American Water and its affiliates do not undertake any duty to update any forward-looking statement.

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Appendix A-5.2 (ScottMadden)

5/31/2017

Connecticut Water - Connecticut Water Service, Inc. Completes Acquisition of Heritage Village Water Company

of Heritage Village Water

02/27/2017

CLINTON, CONNECTICUT, Feb. 27, 2017 (GLOBE NEWSWIRE) -- Connecticut Water Service, Inc. (NASDAQ: CTWS) (CTWS) announced today that it has completed the acquisition of the Heritage Village Water Company (HVWC). Shareholders of HVWC exchanged their stock for CTWS stock in a transaction with an enterprise value of \$20.7 million. HVWC serves approximately 4,700 water customers in the Connecticut communities of Middlebury, Oxford and Southbury and approximately 3,000 wastewater customers in the Town of Southbury, Connecticut. HVWC owns and operates the only wastewater system regulated by the Connecticut Public Utilities Regulatory Authority (PURA).

According to Eric W. Thornburg, CTWS's Chairman, President and Chief Executive Officer, HVWC will operate as a subsidiary of CTWS, which is among the nation's fastest growing water utility companies. He states, "Customers will benefit by being part of larger, regional company, which has a size and presence that provides for operational efficiencies, purchasing power and other economies of scale." Mr. Thornburg further states, "CTWS subsidiaries, including The Connecticut Water (Connecticut Water) and The Maine Water Company (Maine Water) have long histories of delivering world-class satisfaction to customers and being good stewards of the natural resources entrusted to us and we are eager to demonstrate our commitment to HVWC customers."

Mr. Thornburg thanked Keith Sorensen, the former president of HVWC, for his efforts that contributed to a smooth transition for customers and employees with the completion of this transaction. PURA approved the acquisition on December 5, 2016, and the closing was completed on February 27, 2017.

HVWC retains its current name, a local office, and its employees were invited to continue their employment under CTWS ownership. HVWC is a sister company to Connecticut Water and Maine Water. The merger will not affect the rates or service for any of those water company customers. As part of CTWS, HVWC will now be able to offer its customers a website, online bill payment, and timely emergency notification via phone and e-mail. Customers will receive information in the mail on these and other enhancements.

As called for under the previously announced agreement, the acquisition was executed through a stock-for-stock merger transaction valued at approximately \$16.1 million. Holders of HVWC common stock received shares of CTWS common stock in a tax-free exchange. In addition, Connecticut Water will assume approximately \$4.6 million in debt of HVWC. The transaction reflected a total enterprise value of approximately \$20.7 million.

Since January 2012, CTWS has grown its customer base by more than 43%, or more than 39,000 customers, primarily through large acquisitions in Maine in 2012 and HVWC in 2017. In addition, CTWS previously announced on October 12, 2016, an agreement to acquire the Avon Water Company that serves 4,800 customers in the Connecticut towns of Avon, Farmington, and Simsbury. A PURA decision on the acquisition is expected this April with a closing to follow within the second quarter.

CTWS is one of the ten largest U.S.-based publicly-traded water utilities, and is listed on the NASDAQ Global Select Market under the ticker symbol CTWS. Including the HVWC acquisition, CTWS, through its regulated utility subsidiaries in Connecticut and Maine, serves more than 129,000 water customers, or nearly 440,000 people in 79 communities across Connecticut and Maine, and more than 3,000 wastewater customers in Southbury, Connecticut.

News Media Contact:

Daniel J. Meaney, APR
Director of Corporate Communications
(860) 664-6016
dmeaney@ctwater.com



Appendix A-5.2 (ScottMadden)

Section 1: 10-K (AWK - 12.31.2017 10-K)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2017

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission file: number 001-34028

AMERICAN WATER WORKS COMPANY, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

1025 Laurel Oak Road, Voorhees, NJ
(Address of principal executive offices)

51-0063696
(I.R.S. Employer Identification No.)

08043
(Zip Code)

(856) 346-8200
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Name of each exchange on which registered |
|---|---|
| Common stock, par value \$0.01 per share | New York Stock Exchange, Inc. |
| Securities registered pursuant to Section 12(g) of the Act: None. | |

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer Accelerated filer
Non-accelerated filer (do not check if a smaller reporting company) Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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- aim for top quartile targets for drinking water quality and being an industry leader in system resiliency and environmental stewardship. We intend to continue to make needed infrastructure investments while implementing operational efficiency improvements to help keep customer rates affordable.
- Safety—Safety is both a strategy and a value at American Water. We put safety first in everything that we do.
 - In 2017, we:
 - finished the year with fewer employee injuries than the prior year and exceeded our targeted results for our Occupational Safety and Health Administration recordable incident rate and our Days Away Restricted or Transferred rate; and
 - strengthened our safety culture as measured by employee responses to safety-related questions in the Company’s culture survey, and scored 13 points above “High Performing Companies” in the category of safety, as measured by CEB, Inc. Our safety council, consisting of management and labor employees from across the Company, continued its mission of developing and implementing recommendations to reinforce the Company’s commitment to safety.
 - Looking forward, we will:
 - strive toward zero workplace injuries;
 - focus on requiring that the contractors that perform work for the Company are approved in accordance with the Contractor Safety Qualification Practice and are held to the same standards as our employees; and
 - continue our focus on “near miss reporting,” to promote continuous learning and corrective action regarding potential safety hazards.
- People—We are building a diverse, fully-engaged, high performance workforce and culture and creating an environment where our people feel valued, included and accountable.
 - In 2017, we continued to demonstrate our commitment to employees by expanding training and development across the Company, with the vast majority of our employees completing at least 20 hours of training during 2017. We also added new Respect and Diversity training to strengthen our values-based culture.
 - Looking forward, we will continue to:
 - improve the diversity of our overall employee population, reflective of our customers and communities;
 - implement a strategic workforce plan which will address the changing requirements of our business and our jobs, and how we will fill those critical positions throughout the Company to promote continuity and help us to meet future operational needs; and
 - dedicate ourselves to personal development through effective training and development plans.
- Growth—We expect to continue to grow our businesses, with the significant majority of our growth to be achieved in our Regulated Businesses through: (i) continued investment in infrastructure to provide safe, clean, reliable and affordable water and wastewater services to our customers; and (ii) regulated acquisitions to expand our services to new customers. We also expect to continue to grow our Market-Based Businesses, which leverage our core water and wastewater competencies.
 - In 2017, we invested \$1.7 billion, a record level of annual investment since the Company went public in 2008, and \$200 million more than 2016, which had previously been a record year for investment. Our 2017 investment included:
 - \$1.4 billion, of which the majority was in our Regulated Businesses for infrastructure replacements and improvements; and
 - \$210 million to fund acquisitions in our Regulated Businesses, which added approximately 40,000 water and wastewater customers, including bulk customers, highlighted by the:
 - April 3, 2017 acquisition of Shorelands Water Company, Inc. (“Shorelands”) in a stock transaction for \$33 million in the form of 438,211 shares of our common stock. Shorelands, which is now a part of our New Jersey subsidiary,

Appendix A-5.2 (ScottMadden)

provides water service to approximately 11,000 customers in Monmouth County, New Jersey; and the

Appendix A-5.2 (ScottMadden)



Missouri American Water Announces Acquisition of Village of Wardsville Water and Wastewater Systems

May 23, 2017 10:28 AM Eastern Daylight Time

WARDSVILLE, Mo.--(BUSINESS WIRE)--Missouri American Water completed its acquisition of the Wardsville water and wastewater systems today, adding approximately 475 water and approximately 406 wastewater customers to its more than 460,000 statewide customers. The purchase price for both the water and wastewater system is \$2.75 million.

Customers in Wardsville, located just south of Jefferson City, will have their meters changed beginning today and should receive their first invoice from Missouri American Water the week of June 26. Water and wastewater rates in the city are set by the Missouri Public Service Commission and will not change upon completion of the deal.

"This is an exciting day, both for the residents of Wardsville as well as Missouri American Water," said Brent Haas, operations manager for Missouri American Water's Jefferson City district, which Wardsville will be joining. "Wardsville residents can look forward to clean, safe drinking water, effective wastewater treatment and efficient system operation. Missouri American Water brings expertise to the water and wastewater industries that is unparalleled, and by joining our large customer base, we will be able to manage costs in Wardsville on an ongoing basis to help keep rates low."

Missouri American Water

Missouri American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.5 million people.

With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly-traded water and wastewater utility company. The company employs more than 6,700 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found by visiting www.amwater.com.

Contacts

Missouri American Water

Brian Russell

Communications Manager

T - 314-996-2239

C - 314-825-3578

Brian.Russell@amwater.com

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1/18/2020

Document

8-K 1 ctwsform8-k2017x07x06.htm CTWS FORM 8-K 07-06-2017

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

**CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): July 6, 2017 (July 1, 2017)

Commission File Number 0-8084

Connecticut Water Service, Inc.
(Exact name of registrant as specified in its charter)

Connecticut
(State or other jurisdiction of
incorporation or organization)

06-0739839
(I.R.S. Employer Identification No.)

93 West Main Street, Clinton, CT
(Address of principal executive office)

06413
(Zip Code)

(860) 669-8636
(Registrant's telephone number, including area code)

Not Applicable
(Former name, address and former fiscal year, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Appendix A-5.2 (ScottMadden)

1/18/2020

Document

Item 8.01 Other Events

Completion of Acquisition of The Avon Water Company

As previously reported, on October 12, 2016, Connecticut Water Service, Inc. ("CTWS" or "Connecticut Water") announced that it had reached an agreement to acquire The Avon Water Company ("AWC"), pending a vote of AWC shareholders, approval by the Connecticut Public Utilities Regulatory Authority ("PURA") and the Maine Public Utilities Commission ("MPUC") and the satisfaction of other various closing conditions, pursuant to the terms of that certain Agreement and Plan of Merger dated October 11, 2016 as amended on March 29, 2017 between and among AWC, the Company, and WC-A I, Inc., the Company's wholly-owned Connecticut subsidiary (the "Merger Agreement"). AWC serves approximately 4,800 customers in the Farmington Valley communities of Avon, Farmington, and Simsbury, Connecticut.

On February 10, 2017, Connecticut Water received regulatory approval from MPUC and on April 12, 2017, Connecticut Water received regulatory approval from the PURA to proceed with the transaction. The shareholders of AWC voted to approve the acquisition at a special meeting of AWC's shareholders held on June 16, 2017.

Effective July 1, 2017, Connecticut Water completed the acquisition of AWC by completing the merger of Connecticut Water's wholly-owned subsidiary WC-A I, Inc. with and into AWC, with AWC as the surviving corporation, pursuant to the terms of the Merger Agreement and Connecticut corporate law. Upon the effective time of the Merger, the holders of AWC's 122,289 issued and outstanding shares of common stock became entitled to receive the following merger consideration for each share of AWC common stock held: (i) a cash payment of \$50.11; and (ii) a stock consideration component, consisting of 3.97 shares of the common stock of Connecticut Water, without par value. The exchange will be commenced promptly by the issuance of a letter of transmittal and related materials by Connecticut Water's exchange agent to the former shareholders of AWC.

The transaction was completed through a stock-for-stock exchange where AWC shareholders received Connecticut Water stock valued at approximately \$27.9 million, in a tax-free exchange, and a cash payment of \$6.1 million for a total payment to shareholders of \$34.0 million. The transaction reflects a total enterprise value of approximately \$40.1 million, with the \$34.0 million paid to shareholders and the assumption by CTWS of approximately \$6.1 million of debt of AWC.

Appendix A-5.2 (ScottMadden)

1/18/2020

Document

News Release

On July 5, 2017, Connecticut Water issued a press release describing the completion of its acquisition of AWC. A copy of the press release dated July 5, 2017 is filed herewith as Exhibit 99.1 and is hereby incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

The following document is filed herewith as an exhibit hereto:

(d) Exhibits

99.1 Connecticut Water press release regarding the completion of Connecticut Water's acquisition of The Avon Water Company, dated July 5, 2017, is filed herewith.

-2-

Appendix A-5.2 (ScottMadden)

1/18/2020

Document

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

Connecticut Water Service, Inc.
(Registrant)

Date: July 6, 2017

By: /s/ David C. Benoit

David C. Benoit
Senior Vice President – Finance and
Chief Financial Officer

-3-

Appendix A-5.2 (ScottMadden)

1/18/2020

Document

EXHIBIT INDEX

Exhibit No. Description

99.1 Connecticut Water press release regarding the completion of Connecticut Water's acquisition of The Avon Water Company, dated July 5, 2017, is filed herewith.



Aqua America Announces Acquisitions in Virginia, Texas, Pennsylvania, North Carolina and Illinois

BRYN MAWR, Pa.--(BUSINESS WIRE)-- Aqua America (NYSE:WTR) announced today that its subsidiaries in Virginia, Texas, Pennsylvania, North Carolina and Illinois have completed the acquisitions of water and wastewater systems in their states.

Aqua Virginia acquired the assets of Wintergreen Valley Utility Company, L.P., owner of the Wintergreen Stoney Creek public water and sewer systems, which serve water to approximately 1,200 residents and provide wastewater service to approximately 475 residents in Nelson County, Virginia. The water and wastewater systems were purchased for \$537,950 and \$113,250, respectively. The company also acquired the assets of the Venter Heights public water system, which serves approximately 400 people in King William County, Virginia, for \$85,000.

Aqua Texas acquired the assets of Union Hill Water Supply Corporation, which serves approximately 500 people in Henderson County, Texas, for \$356,000.

Aqua Pennsylvania purchased the assets of the Bunker Hill Wastewater Company and the Factoryville Bunker Hill Water Company, each of which serves approximately 180 residents in Factoryville Borough, Wyoming County, for \$135,000.

Aqua North Carolina acquired the assets of the Water Works of Alamance County, which serves approximately 300 residents in Cary, for \$43,000. In addition, Aqua North Carolina invested \$5,200 to acquire the assets of the Mountain Ridge Estates water system, a utility that serves 100 residents in Watauga County.

Aqua Illinois acquired the water utility assets of Summerdale from the Village of Norridge in Cook County for \$5,000. This system serves approximately 180 residents in unincorporated Norwood Township, near Aqua's recently acquired North Maine Utility.

"Each of these acquisitions represents our ability to fill in our footprint and take advantage of economies of scale in areas where we currently do business," explained Aqua America President and CEO Christopher Franklin. "While we will continue to add acquisitions like these to our portfolio where they make sense, we are concentrating our growth efforts on larger municipal acquisitions, similar to the North Maine Utilities acquisition we completed in April. With our 2015 completed acquisitions to date, we are in the position to exceed our 2014 performance in customer growth, the number of total acquisitions and the number of municipal acquisitions for the year."

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information.

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to exceed 2014 performance in customer growth. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions, the successful integration of the customers and the facility, the ability to close the additional acquisitions on a timely basis, and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Aqua America's business, please refer to Aqua America's annual, quarterly and other SEC filings. Aqua America is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRF

View source version on businesswire.com: <http://www.businesswire.com/news/home/20150918005501/en/>

Aqua America
Donna Alston
O: 610-645-1095
M: 484-368-4720
DPAlston@AquaAmerica.com

Source: Aqua America

News Provided by Acquire Media



ILLINOIS AMERICAN WATER ANNOUNCES ACQUISITION; CELEBRATES SAFETY MILESTONES

September 19, 2017

ILLINOIS, SEPT 19, 2017 -- Illinois American Water President Bruce Hauk recently announced the company's [acquisition](#) of the Piasa Township Sanitary District. The purchase of the system adds approximately 120 customers to the company's customer base in the Alton District.

In a public referendum on April 4, 2017, residents of Piasa Township Sanitary District voted in favor of dissolving the sewer district, and supported a sale of the [wastewater system](#) to Illinois American Water. The Illinois Commerce Commission (ICC) approved the sale for \$60,000 on Aug. 25, 2017.

"We are excited to serve these customers and to help decrease one of their household bills. Through this acquisition, we will expand our existing footprint and ensure local residents have access to a long-term, reliable and affordable wastewater service for years to come," said Karen Cooper, senior manager of field operations and production.

Additionally, the utility's Cairo and Pekin Districts celebrated multiple years of safety.

According to Michael Brown, Operations Superintendent, the Cairo District has gone 18 years without experiencing any lost-time accidents. The Pekin District has gone over 7 years without experiencing any lost-time accidents.

He said, "The work we do is complex. This is why our safety program is a top priority. We want our employees to go home in the same condition they arrived at work, if not better. We are proud of our continued years of excellence in safety."

The Cairo District conducts both classroom and hands-on training on a regular basis. Cairo District employees also participate in facility and job site audits at every job site to ensure

Appendix A-5.2 (ScottMadden)

2/15/2019

Illinois American Water announces acquisition; Celebrates safety milestones - WaterWorld

compliance with established [workplace safety](#) practices.

Brown said, "Safety is a daily focus. We continuously evaluate and remove hazards to prevent injury."

Cord Crisler, Operations Superintendent with the Pekin district, said, "Safety is on our minds every minute of every day. There is nothing more important than ensuring our employees go home in the same condition they arrived at work, if not better. We owe that to our coworkers and their families. There is no room for shortcuts when it comes to safety."

Illinois American Water conducts both classroom and hands-on training on a regular basis. Employees also participate in facility and job site audits to ensure compliance with established workplace safety practices.

About Illinois American Water

Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.3 million people. More information can be found by visiting www.amwater.com.



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Appendix A-5.2 (ScottMadden)

1/28/2020

Indiana American Water Acquires Georgetown Water System in Southern Indiana > Indiana

American Water Websites ▾

Contact Us ([//amwater.com/inaw/contact-us](https://amwater.com/inaw/contact-us))

Log in to MyWater ▾



Search...

Indiana American Water Acquires Georgetown Water System in Southern Indiana

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(https://amwater.com/inaw/about-us)

Dateline City:
GREENWOOD, Ind.

Sale will result in lower rates for Georgetown residents

GREENWOOD, Ind.--(BUSINESS WIRE (<http://www.businesswire.com>))--Indiana American Water President Deborah Dewey today announced the company's acquisition of Georgetown Water, a municipal water utility located in southern Indiana. The purchase of the system adds approximately 1,300 customers to the company's customer base, which represents a population of approximately 3,500 residents.

"The acquisition of this system will provide Georgetown customers with lower rates and access to operations and capital management water professionals and a number of customer service options and payment methods," said Dewey. "Indiana American Water already provides water to several nearby communities and to the Town of Georgetown through a wholesale contract, so this is a good fit for us and a continuation of our efforts to expand our presence across Indiana."

"In a time when communities are looking for new and innovative ways to deal with challenges they're facing and hold the bottom-line on expenses, this acquisition is a great solution for the utility and its customers," Dewey continued.

Georgetown Town Council President Everett Pullen is also enthusiastic in his support of the acquisition. "Our community was struggling to address pressing local infrastructure needs," said Pullen. "This acquisition will help us to address these concerns while also lowering customers' water rates. We appreciate the experience, knowledge and resources that Indiana American Water brings to the table and look forward to working with them."

The acquisition of the Georgetown system for approximately \$6.4 million was approved by the Indiana Utility Regulatory Commission in October and closed by Indiana American Water and the Town of Georgetown on Wednesday, Nov. 15, 2017. The Georgetown system will be incorporated into the company's Southern Indiana district, which currently serves approximately 100,000 residents.

About Indiana American Water

Indiana American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor owned water utility in the state, providing high-quality and reliable water and/or wastewater services to more than 1.3 million people. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly-traded water and wastewater utility company. The company employs more than 6,800 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 47 states and Ontario, Canada. More information can be found by visiting www.amwater.com (<http://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.amwater.com&esheet=51718549&newsitemid=20171117005701&lan=en-US&anchor=www.amwater.com&index=1&md5=94d2572c502f12d0f12dd7c12bbbf7e7>).

Language:

English

Contact:

Indiana American Water

Joe Loughmiller, 317-885-2434

Cell: 317-903-7431

joe.loughmiller@amwater.com (<mailto:joe.loughmiller@amwater.com>)

Ticker Slug:

Ticker:

AWK

Exchange:

NYSE

@inamwater

Indiana American Water today announced it has acquired Georgetown Water in southern Indiana.



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- Set up paperless billing

Appendix A-5.2 (ScottMadden)

1/28/2020

Indiana American Water Acquires Georgetown Water System in Southern Indiana > Indiana

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[\(/in: w/contact-us\)](#)



Contact Us ([/inaw/contact-us](#))

Phone: 1.800.492.8373

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[\(https://amwater.com/corp/careers\)](#)



Careers (<https://amwater.com/corp/careers>)

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Appendix A-5.2 (ScottMadden)

Section 1: 10-K (2018 FORM 10-K)



UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

x ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended December 31, 2018

or

.. TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

| Commission File Number | Registrant; State of Incorporation; Address; and Telephone Number | I.R.S. Employer Identification No. |
|-----------------------------------|---|---|
| 1-5324 | EVERSOURCE ENERGY (a Massachusetts voluntary association) 300 Cadwell Drive Springfield, Massachusetts 01104 Telephone: (800) 286-5000 | 04-2147929 |
| 0-00404 | THE CONNECTICUT LIGHT AND POWER COMPANY (a Connecticut corporation) 107 Selden Street Berlin, Connecticut 06037-1616 Telephone: (800) 286-5000 | 06-0303850 |
| 1-02301 | NSTAR ELECTRIC COMPANY (a Massachusetts corporation) 800 Boylston Street Boston, Massachusetts 02199 Telephone: (800) 286-5000 | 04-1278810 |
| 1-6392 | PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE (a New Hampshire corporation) Energy Park | 02-0181050 |

Appendix A-5.2 (ScottMadden)

**EVERSOURCE ENERGY AND SUBSIDIARIES
THE CONNECTICUT LIGHT AND POWER COMPANY
NSTAR ELECTRIC COMPANY AND SUBSIDIARY
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE AND SUBSIDIARIES**

**SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES
LITIGATION REFORM ACT OF 1995**

References in this Annual Report on Form 10-K to "Eversource," the "Company," "we," "our," and "us" refer to Eversource Energy and its consolidated subsidiaries. CL&P, NSTAR Electric, and PSNH are each doing business as Eversource Energy.

From time to time, we make statements concerning our expectations, beliefs, plans, objectives, goals, strategies, assumptions of future events, future financial performance or growth and other statements that are not historical facts. These statements are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. You can generally identify our forward-looking statements through the use of words or phrases such as "estimate," "expect," "anticipate," "intend," "plan," "project," "believe," "forecast," "should," "could," and other similar expressions. Forward-looking statements are based on the current expectations, estimates, assumptions or projections of management and are not guarantees of future performance. These expectations, estimates, assumptions or projections may vary materially from actual results. Accordingly, any such statements are qualified in their entirety by reference to, and are accompanied by, the following important factors that could cause our actual results to differ materially from those contained in our forward-looking statements, including, but not limited to:

- cyberattacks or breaches, including those resulting in the compromise of the confidentiality of our proprietary information and the personal information of our customers,
- acts of war or terrorism, physical attacks or grid disturbances that may damage and disrupt our transmission and distribution systems,
- ability or inability to commence and complete our major strategic development projects and opportunities,
- actions or inaction of local, state and federal regulatory, public policy and taxing bodies,
- substandard performance of third-party suppliers and service providers,
- fluctuations in weather patterns, including extreme weather due to climate change,
- changes in business conditions, which could include disruptive technology related to our current or future business model,
- increased conservation measures of customers and development of alternative energy sources,
- contamination of, or disruption in, our water supplies,
- changes in economic conditions, including impact on interest rates, tax policies, and customer demand and payment ability,
- changes in levels or timing of capital expenditures,
- disruptions in the capital markets or other events that make our access to necessary capital more difficult or costly,
- changes in laws, regulations or regulatory policy, including compliance with environmental laws and regulations,
- changes in accounting standards and financial reporting regulations,
- actions of rating agencies, and
- other presently unknown or unforeseen factors.

Other risk factors are detailed in our reports filed with the SEC and updated as necessary, and we encourage you to consult such disclosures.

All such factors are difficult to predict and contain uncertainties that may materially affect our actual results, many of which are beyond our control. You should not place undue reliance on the forward-looking statements, as each speaks only as of the date on which such statement is made, and, except as required by federal securities laws, we undertake no obligation to update any forward-looking statement or statements to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time and it is not possible for us to predict all of such factors, nor can we assess the impact of each such factor on the business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. For more information, see Item 1A, *Risk Factors*, included in this combined Annual Report on Form 10-K. This Annual Report on Form 10-K also describes material contingencies and critical accounting policies in the accompanying *Management's Discussion and Analysis of Financial Condition and Results of Operations and Combined Notes to Financial Statements*. We encourage you to review these items.

Appendix A-5.2 (ScottMadden)

**EVERSOURCE ENERGY AND SUBSIDIARIES
THE CONNECTICUT LIGHT AND POWER COMPANY
NSTAR ELECTRIC COMPANY AND SUBSIDIARY
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE AND SUBSIDIARIES**

PART I

Item 1. Business

Please refer to the Glossary of Terms for definitions of defined terms and abbreviations used in this combined Annual Report on Form 10-K.

Eversource Energy, headquartered in Boston, Massachusetts and Hartford, Connecticut, is a public utility holding company subject to regulation by the FERC under the Public Utility Holding Company Act of 2005. We are engaged primarily in the energy delivery business through the following wholly-owned utility subsidiaries:

- The Connecticut Light and Power Company (CL&P), a regulated electric utility that serves residential, commercial and industrial customers in parts of Connecticut;
- NSTAR Electric Company (NSTAR Electric), a regulated electric utility that serves residential, commercial and industrial customers in parts of eastern and western Massachusetts and owns solar power facilities;
- Public Service Company of New Hampshire (PSNH), a regulated electric utility that serves residential, commercial and industrial customers in parts of New Hampshire;
- NSTAR Gas Company (NSTAR Gas), a regulated natural gas utility that serves residential, commercial and industrial customers in parts of Massachusetts;
- Yankee Gas Services Company (Yankee Gas), a regulated natural gas utility that serves residential, commercial and industrial customers in parts of Connecticut; and
- Eversource Aquarion Holdings, Inc. (Aquarion), a utility holding company that owns three separate regulated water utility subsidiaries and collectively serves residential, commercial, industrial, and municipal and fire protection customers in parts of Connecticut, Massachusetts and New Hampshire. On December 4, 2017, Eversource acquired Eversource Aquarion Holdings, Inc. and its subsidiaries (formerly known as Macquarie Utilities Inc).

CL&P, NSTAR Electric and PSNH also serve New England customers through Eversource Energy's electric transmission business. Along with NSTAR Gas and Yankee Gas, each is doing business as Eversource Energy in its respective service territory.

Eversource Energy, CL&P, NSTAR Electric and PSNH each report their financial results separately. We also include information in this report on a segment basis for Eversource Energy. Eversource Energy has four reportable segments: electric distribution, electric transmission, natural gas distribution and water distribution. These segments represent substantially all of Eversource Energy's total consolidated revenues. CL&P, NSTAR Electric and PSNH do not report separate business segments.

ELECTRIC DISTRIBUTION SEGMENT

Eversource Energy's electric distribution segment consists of the distribution businesses of CL&P, NSTAR Electric and PSNH, which are engaged in the distribution of electricity to retail customers in Connecticut, Massachusetts and New Hampshire, respectively, and the solar power facilities of NSTAR Electric, and the generation facilities of PSNH before such facilities were sold in January and August 2018.

ELECTRIC DISTRIBUTION – CONNECTICUT – THE CONNECTICUT LIGHT AND POWER COMPANY

CL&P's distribution business consists primarily of the purchase, delivery and sale of electricity to its residential, commercial and industrial customers. As of December 31, 2018, CL&P furnished retail franchise electric service to approximately 1.25 million customers in 149 cities and towns in Connecticut, covering an area of 4,400 square miles. CL&P does not own any electric generation facilities.

Rates

CL&P is subject to regulation by the PURA, which, among other things, has jurisdiction over rates, certain dispositions of property and plant, mergers and consolidations, issuances of long-term securities, standards of service and construction and operation of facilities. CL&P's present general rate structure consists of various rate and service classifications covering residential, commercial and industrial services. CL&P's retail rates include a delivery service component, which includes distribution, transmission, conservation, renewable energy programs and other charges that are assessed on all customers.

Appendix A-5.2 (ScottMadden)



Kentucky American Water Acquires Water Assets of Eastern Rockcastle Water Association in Livingston

February 28, 2018 04:11 PM Eastern Standard Time

LEXINGTON, Ky.--(BUSINESS WIRE)--Kentucky American Water announced today that it has acquired the water assets of Eastern Rockcastle Water Association in Livingston, Ky., in Rockcastle County. The transaction, completed today, adds approximately 610 water customers in Rockcastle and Jackson counties to the Kentucky American Water system. The acquisition of the system expands the company's total service area to portions of 14 Kentucky counties.

"We are pleased to welcome Eastern Rockcastle Water Association customers to Kentucky American Water," said Nick Rowe, president of Kentucky American Water. "Our company will bring to the community 24-hour customer service for water service emergencies, unique water system expertise, and additional capital resources for water infrastructure investment. We look forward to providing excellent service to these new customers and being an active corporate citizen in the community."

"The Eastern Rockcastle Water Association board is pleased to announce the sale of the water system to Kentucky American Water," said Russell Barron, president of Eastern Rockcastle Water Association. "This was a decision we took seriously. We are confident that the system will be in great hands with Kentucky American Water, and that our customers will benefit by receiving great service."

About Kentucky American Water

Kentucky American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately half a million people.

About American Water

With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 6,900 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 46 states and Ontario, Canada. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Contacts

State approves sale of Eastern Rockcastle Water Association



By WKYT News Staff | Posted: Fri 10:03 AM, Jan 19, 2018

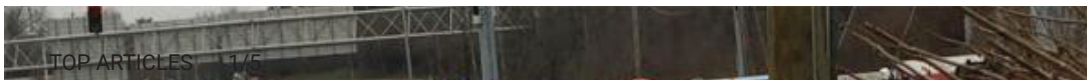
LEXINGTON, Ky. (WKYT) - Members of the Eastern Rockcastle Water Association will soon get their water through Kentucky American Water Company.

The Kentucky Public Service Commission approved the sale of the Eastern Rockcastle Water Association to the PSC on Friday. The PSC says it believes the sale will benefit Eastern Rockcastle's customers because KAWC has more resources to make system improvements.

KAWC will pay \$770,000 as part of the deal. It will keep Eastern Rockcastle's water rates in place after the sale is complete. The Eastern Rockcastle Water Association will issue final bills that include credits for customer deposits. KAWC does not require customer deposits.

Two Eastern Rockcastle customers objected to the sale, saying it was not conducted according to state law. The PSC reviewed those arguments and says it found everything was done properly.

The Eastern Rockcastle Water Association is owned by and serves more than 600 customers. KAWC serves 131,000 customers in 11 Kentucky counties, including Fayette County.



Indiana American Water acquires Charlestown Water System in southern Indiana

Friday, March 8, 2019 6:50 AM ET

By Nephele Kirong
Market Intelligence

Indiana American Water Co. Inc. has completed its approximately \$13.4 million acquisition of the municipal water utility Charlestown Water in southern Indiana, the company said March 7.

"Our community was facing tremendous capital costs to address water quality and local infrastructure needs," Charlestown Mayor Bob Hall said. "This acquisition will help us to address these concerns at a lower overall cost than we would otherwise be able to do and also provide funds to help us address other pressing priorities in our community."

The Indiana Utility Regulatory Commission approved the deal on March 14, 2018.

The acquisition adds approximately 2,900 customers to Indiana American Water's customer base, according to a news release. The Charlestown system will be incorporated into the company's Southern Indiana district, which currently serves approximately 100,000 residents.

Indiana American Water, a subsidiary of American Water Works Co. Inc., serves approximately 300,000 water customers.

This article was published by S&P Global Market Intelligence and not by S&P Global Ratings, which is a separately managed division of S&P Global.

Appendix A-5.2 (ScottMadden)

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Illinois American Water Acquires City of Farmington Water System

Acquisition will add approximately 1,125 new customers in Peoria Service Area

April 05, 2018 03:42 PM Eastern Daylight Time

FARMINGTON, Ill.--(BUSINESS WIRE)--Illinois American Water President Bruce Hauk today announced the Company's acquisition of the City of Farmington's water system. The purchase of the system adds approximately 1,125 new customers to the Company's customer base in the Peoria District and serves a population of about 2,500 residents.

The Farmington City Council voted in favor of the sale in March 2017 and the Illinois Commerce Commission (ICC) approved the sale for \$3.75 million on March 21, 2018. Today, Illinois American Water acquired the water system.

"We look forward to investing in the City of Farmington and ensuring quality water service to our new customers," said Hauk.

City of Farmington Mayor Kent Kowal also supports the acquisition. He said, "We welcome Illinois American Water and look forward to their team helping us meet our water service needs. Their knowledge and ability to upgrade our aging water system is critical to our community's economic future."

Illinois American Water will invest \$5 million in the first five years of ownership. This investment will include a hydraulic study to be completed in 2018 with a focus on improving water pressure and fire flow. Investment will also include GIS updates and meter exchanges. In coming years, Illinois American Water will focus on water main replacements and installations to loop water mains.

Roger Goodson, sr. manager of field operations and production for the Peoria District, said, "We are excited to become a member of this vibrant community, not only as the water service provider, but as a good neighbor."

New customers will soon receive an Illinois American Water welcome packet in the mail. This packet includes information about online account management, billing and more.

The appraisal process used for the Farmington water system was conducted under the supervision of the ICC and established as part of the Illinois Water Systems Viability Act. According to Hauk, this law gives communities an alternative to value their water and/or wastewater system when considering being acquired by an investor-owned water utility. He said, "Previous law only allowed the investor-owned water or sewer utility to pay the original cost minus depreciation to acquire a small system, public or private. Because of this, systems were deprived of receiving adequate value for their system."

Appendix A-5.2 (ScottMadden)

The City of Farmington will be incorporated into the company's Peoria District, which currently serves residents in Peoria, West Peoria, Bartonville, Bellevue, Rome, Mapleton and parts of several surrounding townships. Dunlap, Hanna City and the Timber Logan Water District are sale for resale (wholesale) customers.

About Illinois American Water - Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.3 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Bellevue. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 6,900 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 46 states and Ontario, Canada. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Contacts

Illinois American Water

Karen Cotton, 309-566-4126

External Affairs Manager

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American Water Works (AWK) Subsidiary Illinois American Water Reports Acquisition of Village of Fisher Water & Wastewater Systems

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American Water Works (AWK) Subsidiary Illinois American Water Reports Acquisition of Village of Fisher Water & Wastewater Systems

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March 28, 2018 2:47 PM EDT

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Illinois American Water, a subsidiary of American Water (NYSE: **AWK**), President Bruce Hauk today announced the Company's **acquisition** of the Village of Fisher's water and wastewater systems. The purchase of the system adds approximately 850 new water and wastewater customers to the Company's customer base in the Champaign County District and serves a population of nearly 2,000 residents.

The Village of Fisher Board voted in favor of the sale in July 2017. The Illinois Commerce Commission (ICC) approved the sale for \$6.8 million on March 7, 2018.

"We look forward to investing in the Village of Fisher and ensuring quality water and reliable wastewater service to our new customers," said Hauk.

Village of Fisher Mayor Michael Bayler also supports the acquisition. He said, "We are looking forward to Illinois American Water joining our community and helping us meet our water and wastewater needs. Their knowledge and ability to provide reliable service to our residents is an investment in our public health and economic future."

Illinois American Water will invest \$2.9 million in the first five years of ownership including security upgrades, meter replacements, wastewater plant improvements for regulatory compliance, and inflow and infiltration upgrades.

According to Dave Farrar, sr. manager of field operations and production for Illinois American Water's Champaign County District, the company will also repair and paint the Fisher water tower. Farrar, a resident of Fisher, said, "We are committed to keeping the Fisher water tower painted orange to show community pride for residents and visitors of Fisher. The improvements planned will also enhance service, public health and fire protection to Fisher."

New customers will soon receive an Illinois American Water welcome packet in the mail. This packet includes information about online account management, billing, payment options and more. A payment drop box will be placed at the Fisher water treatment plant located at 110 West Front Street in Fisher. Payments will be picked up regularly.

The appraisal process used for the Fisher water and wastewater systems was conducted under the supervision of the ICC and established as part of the Illinois Water Systems Viability Act. According to Hauk, this law gives communities an alternative to value their water and/or wastewater system when considering being acquired by an investor-owned water utility. He said, "Previous law only allowed the investor-owned water or sewer utility to pay the original cost minus depreciation to acquire a small system, public or private. Because of this, systems were deprived of receiving adequate value for their system."

The Village of Fisher will be incorporated into Illinois American Water's Champaign County District, which currently serves residents in Champaign, Urbana, Sadorus, Savoy, St. Joseph, Bondville and Pesotum.

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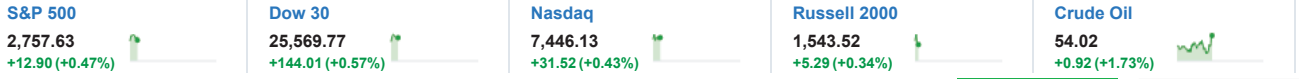
Illinois American Water Announces Agreement to Acquire Alton's Regional Wastewater System

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Illinois American Water Announces Agreement to Acquire Alton's Regional Wastewater System

Business Wire April 13, 2018

ALTON, Ill.--(BUSINESS WIRE)--

Illinois American Water, a subsidiary of American Water (AWK), has signed an asset purchase agreement today to acquire Alton's regional wastewater system. Today's agreement follows Wednesday night's vote (7-1) by the Alton City Council in favor of Illinois American Water purchasing the regional wastewater system.

"I believe this transaction, approved by our council, is in the best interests of our city, now and in the future," said Alton Mayor Brant Walker. "It allows us significant net proceeds to help fund other city needs and priorities. It also puts our wastewater system and its ongoing needs in professional hands with Illinois American Water, a company that is familiar with Alton and its residents."

Walker added a key component of the deal is Illinois American Water's commitment to continued employment for current city wastewater employees. There will be continued employment in current roles for all existing city employees as well as training, career advancement and professional development opportunities.

The total value of the proposed transaction is approximately \$53.8 million, subject to certain adjustments provided in the agreement.

The Alton wastewater system serves approximately 23,000 customers, including customers in the nearby communities Bethalto and Godfrey.

Illinois American Water has owned, operated and maintained the water system serving Alton for the past 140 years.

"Illinois American Water appreciates the continued confidence the Alton City Council has shown in us by accepting our proposal," said Karen Cooper, senior manager, Illinois American Water. "Illinois American Water is part of the Alton community. We have been providing water service here for more than 140 years. We are excited

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| WTR Aqua America, Inc. | 35.90 | -0.01 | -0.1 |
| EVRG Energys, Inc. | 58.11 | -0.19 | -0.3 |
| PCG PG&E Corporation | 15.76 | +0.32 | +2.1 |
| ED Consolidated Edison, Inc. | 77.33 | -1.24 | -1.6 |
| ^DJI Dow Jones Industrial Average | 25,569.77 | +144.01 | +0.6 |
| HBI Hanesbrands Inc. | 18.67 | +0.07 | +0.4 |
| PVH PVH Corp. | 113.68 | -0.65 | -0.6 |
| ^VIX CBOE Volatility Index | 15.49 | +0.06 | +0.4 |
| ^GSPC S&P 500 | 2,757.63 | +12.90 | +0.5 |
| CRON Cronos Group Inc. | 20.09 | +0.42 | +2.1 |
| ETRN Equitrans Midstream Corporation | 19.44 | +0.18 | +0.9 |
| D Dominion Energy, Inc. | 73.25 | +0.05 | +0.1 |
| FLT FleetCor Technologies, Inc. | 219.98 | +1.10 | +0.5 |
| TWPK Hostess Brands, Inc. | 11.77 | -0.03 | -0.3 |
| LRCX Lam Research Corporation | 180.17 | +0.92 | +0.5 |

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Illinois American Water Announces Agreement to Acquire Alton's Regional Wastewater System

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approval, the deal could close in First Quarter 2019.

Cooper said Illinois American Water is committed to making capital improvements to the infrastructure of the wastewater system, including upgrades to the city's wastewater treatment facility, pump station improvements, and completion of requirements set forth in the city's long-term control plan included in Alton's National Pollution Discharge Elimination System (NPDES) permit.

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Bruce Hauk, president, Illinois American Water, said the company is committed to continued growth and economic development in the River Bend region, which includes Alton. A recent study by the University of Illinois said the sale of the wastewater system assets to Illinois American Water would mean \$65.8 million overall economic impact in Alton in the first five years.

"This is an exciting acquisition for Illinois American Water and our team of employees in Alton and throughout the state of Illinois," said Hauk.

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Cautionary Statement Concerning Forward-Looking Statements.

Certain statements in this press release are forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements relate to, among other things, the execution of a definitive purchase agreement; the completion of the proposed acquisition; the ability to satisfy closing and other conditions related to the proposed transaction, including obtaining regulatory approvals; anticipated capital investments; and the ability to achieve certain benefits, synergies and goals relating to the transaction and the operations to be acquired. These statements are based on the current expectations of management of Illinois American Water. There are a number of risks and uncertainties that could cause actual results to differ materially from these forward-looking statements, including with respect to (1) obtaining the regulatory and other approvals required for the acquisition; (2) satisfying other conditions to the closing of the acquisition; (3) the occurrence of the benefits and synergies expected or predicted to occur as a result of the acquisition; (4) unexpected costs, liabilities or delays associated with the acquisition or the integration of the acquired business; (5) regulatory, legislative, local or municipal actions affecting the water and wastewater industries, which could adversely affect Illinois American Water; and (6) other economic, business and other factors. Forward-looking statements are not guarantees or assurances of future performance or results, and Illinois American Water and its affiliates do not undertake any duty to update any forward-looking statement

[Story continues](#)

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2/13/2019

Illinois American Water Acquires Sundale Utilities, Inc. | Business Wire

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Illinois American Water Acquires Sundale Utilities, Inc.

Acquisition adds both water and wastewater customers

May 18, 2018 03:40 PM Eastern Daylight Time

PEORIA, Ill.--(BUSINESS WIRE)--Illinois American Water President Bruce Hauk today announced the Company's acquisition of Sundale Utilities, Inc. The purchase of the water and wastewater systems adds approximately 1,415 new wastewater customers and approximately 475 water customers to the Company's customer base.

The Illinois Commerce Commission (ICC) approved the sale for \$2 million on May 2, 2018. Today, Illinois American Water acquired the water and wastewater systems.

According to Brad Spurgeon, Vice President of Sundale Utilities, Inc., significant investment needs coupled with his retirement led to the decision to sell the systems. He said, "Over 60 years ago when the utility systems were created, there was a great need for water and sewer infrastructure in Washington Estates and for a sewer system in the Sundale area. This need is stronger today than ever before."

He explained, "Guidelines have become more stringent and the investment needed to remain in compliance has grown beyond our capacity. A benefit of selling the systems to Illinois American Water is knowing they will make the critical investment needed and will care for our customers as we have over the years."

Illinois American Water plans to invest an estimated \$4.4 million over the first five years of ownership. This investment includes security and safety improvements including improved chemical storage and electrical upgrades for reliability. The Company will also complete a hydraulic study to ensure critical water pressure for service and fire protection. Water mains and water meters will also be replaced and upgraded. Additional wastewater improvements include installing a new aeration system, sewer main lining and overall system rehab for reliability and safety.

"Systems across the nation are facing incredible investment needs for public health and safety. We are committed to upgrading these systems and ensuring quality water and reliable wastewater service to our new customers," said Roger Goodson, sr. manager of field operations and production for Illinois American Water's Peoria District.

New customers will soon receive an Illinois American Water welcome packet in the mail. This packet includes information about online account management, billing, payment options and more.

The appraisal process used for the Sundale Utilities, Inc. water and wastewater systems was conducted under the supervision of the ICC and established as part of the Illinois Water Systems Viability Act. The Sundale Utilities, Inc. systems will be incorporated into the company's Peoria District, which currently serves residents in Peoria, West Peoria,

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Bartonville, Bellevue, Rome, Mapleton, Farmington and parts of several surrounding townships. Dunlap, Hanna City and the Timber Logan Water District are sale for resale (wholesale) customers.

About Illinois American Water - Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.3 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Belleville. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 6,900 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 46 states and Ontario, Canada. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives **agree**. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Contacts

Illinois American Water

Karen Cotton

External Affairs Manager

309-566-4126

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4 JULY 2018 NEWS

Aqua America to acquire Cheltenham Township's wastewater system



Aqua America's Pennsylvania subsidiary has signed an agreement to acquire Cheltenham Township's wastewater system for \$50.25m.

This wastewater system currently serves around 10,500 connections in Montgomery County.

The deal must be approved by the Pennsylvania Public Utility Commission.

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2/12/2019

Aqua America to acquire Cheltenham Township's wastewater system

This deal will be Aqua Pennsylvania's fourth acquisition application referred to the Pennsylvania PUC after the enactment of Act 12 in 2017.

The Pennsylvania subsidiary has asset purchase agreements with New Garden Township wastewater system, which has 2,100 customers, in Chester County and the Limerick Township wastewater system, which has 5,400 customers, in Montgomery County.

Furthermore, the firm signed an agreement with East Bradford Township in Chester County last December to acquire its 1,200-customer wastewater collection system.

Aqua provides water service to East Bradford just as it does with Cheltenham.

These four systems total over 19,000 wastewater connections. It will almost double Aqua Pennsylvania's existing 22,000-customer wastewater operation.

The Act 12 encourages consolidation of the fragmented industry to benefit customers, the environment and local governments. This deal is expected to benefit customers as it would leverage

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2/12/2019

Aqua America to acquire Cheltenham Township's wastewater system

compliance expertise, purchasing power gained through economies of scale and operational efficiencies.

Aqua America chairman and CEO Christopher Franklin said: “We are pleased with the momentum we are gaining to reach agreements with municipal systems.

“Act 12 is having its intended impact, allowing municipalities to be compensated for the fair value of their water and wastewater assets and enabling utility professionals to bring expertise to systems in need.”

Aqua Pennsylvania president Marc Lucca said: “As with our pending agreements with New Garden, East Bradford and Limerick, the Aqua Pennsylvania team is looking forward to assuming Cheltenham’s sewer utility responsibilities so the township can direct its attention and capital to other priorities.

“We are anxious to begin the work necessary to help the township meet the requirements of an outstanding Pennsylvania Department of Environmental Protection consent order, specifically related to inflow and infiltration issues there.”

Appendix A-5.2 (ScottMadden)

2/12/2019

Aqua America to acquire Cheltenham Township's wastewater system

Aqua has plans to invest almost \$50m over the next decade to improve Cheltenham's wastewater system.

Aqua America is a publicly traded water utility, serving almost three million people in the US states of Pennsylvania, Ohio, Texas, New Jersey, Indiana, North Carolina, Illinois and Virginia.

Newsletter

For all the latest pharmaceutical industry news, sign up for our regular updates.

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Aqua America to acquire Cheltenham Township's wastewater system



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2/15/2019

Aqua Illinois Completes Village of Manteno Wastewater System Acquisition - Water By Aqua

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Aqua Illinois Completes Village of Manteno Wastewater System Acquisition

July 5, 2018

Aqua to provide lower wastewater rates, commits \$7.5 million for capital investments

BRYN MAWR, Pa. & MANTENO, Ill.– Aqua America Inc. (NYSE: WTR) and the Village of Manteno, Illinois announced today they have completed the acquisition of the village's wastewater system, which serves more than 9,000 people through approximately 3,800 wastewater connections. Under the agreement, approved by the Illinois Commerce Commission May 31, Aqua Illinois purchased the system for \$25 million.

Aqua has committed to investing more than \$7.5 million in wastewater system upgrades over the next ten years to continue enhancements already initiated by the village. The company is also planning other future investments to improve reliability, ensure adequate capacity for growth, and protect receiving streams through new and innovative treatment techniques.

“Aqua Illinois is happy to be able to provide the residents and businesses of Manteno with quality wastewater services, reasonable rates and excellent customer service,” said Craig Blanchette, president of Aqua Illinois. “We have provided our award-winning water service to the village since 2007, and our company has been providing water and wastewater utility service throughout Illinois for more than 130 years, serving more than 250,000 people in 13 counties throughout the state. Our staff has extensive industry experience, and we look forward to serving Manteno for decades to come.”

Aqua America Chairman and CEO Christopher Franklin noted the continued opportunity he sees in the municipal market.

“We are excited by the momentum we are gaining in reaching agreements with municipal systems,” said Franklin. “This purchase is all part of Aqua’s efforts to do our part to strengthen infrastructure for communities in the states we serve, which means improved compliance, service and environmental stewardship for generations to come.”

In addition, Manteno Mayor Tim Nugent outlined several benefits to the sale.

“We are very happy to continue to work with Aqua. The sale of our wastewater system allows the village to reduce costs to our homeowners and still maintain the sale proceeds in an investment account,” said Nugent. “Our citizens will see an immediate, positive impact on their monthly expenses, as the village eliminates each resident’s garbage collection fee of \$16.55 per month for the coming year. This will save each homeowner almost \$200 per year this year and more in the years to come as garbage rates rise. This transaction locks in Manteno’s stable financial future for generations.”

Aqua Illinois provides water and wastewater service to approximately 250,000 people in 13 counties.

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Including the Village of Manteno, Aqua America has five fair market value asset purchase agreements in place. Other agreements are with Cheltenham, East Bradford, Limerick and New Garden townships in Pennsylvania. A settlement agreement with Limerick is before the Pennsylvania Public Utility Commission, and the New Garden commission order is on appeal to Pennsylvania Commonwealth Court. When it completes these acquisitions, the company will welcome approximately 23,000 new customer connections to the Aqua family.

About Aqua

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit [AquaAmerica.com](http://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.aquaamerica.com%2F&esheet=51832720&newsitemid=20180705005561&lan=en-US&anchor=AquaAmerica.com&index=1&md5=3913bb83f82f6f32e77bab512d7f1aeb) (<http://cts.businesswire.com/ct/CT?id=smartlink&url=http%3A%2F%2Fwww.aquaamerica.com%2F&esheet=51832720&newsitemid=20180705005561&lan=en-US&anchor=AquaAmerica.com&index=1&md5=3913bb83f82f6f32e77bab512d7f1aeb>) for more information, or follow Aqua on Facebook at [facebook.com/MyAquaAmerica](https://www.facebook.com/MyAquaAmerica) and on Twitter at [@MyAquaAmerica](https://twitter.com/MyAquaAmerica).

Forward-looking statement

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to invest capital in the system over the next ten years. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions; the company's ability to fund needed infrastructure; changes in regulations or regulatory treatment; availability and access to capital; the cost of capital; disruptions in the credit markets; and other factors discussed in our Annual Report on Form 10-K and our Quarterly Report on Form 10-Q, which are filed with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Aqua America's business, please refer to Aqua America's annual, quarterly and other SEC filings. Aqua America is not under any obligation—and expressly disclaims any such obligation—to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

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Appendix A-5.2 (ScottMadden)



SJW Group and Connecticut Water Amend Agreement; SJW Group to Acquire All Connecticut Water Shares for \$70.00 per Share in Cash

Companies Reaffirm Joint Commitment to Creating Leading, Diversified Pure Play Water Utility with Financial Strength, Geographic Diversity and Scale to Accelerate Growth

Combination Expected to Be Immediately Accretive to SJW Group EPS, Increasing to High Single Digit Percentage Accretive to SJW Group EPS in 2021

Represents a Superior Offer for Connecticut Water with a Significant Premium of 33% to its Unaffected Share Price

Amended Transaction to be Funded with Conservative Mix of Equity and Debt to Achieve At Least "A-" Credit Rating for SJW Group and Maintain Ability to Sustain Comparable Levels of Investment and Dividends

San Jose, CA and Clinton, CT – August 6, 2018 – SJW Group (NYSE: SJW) ("SJW Group") and Connecticut Water Service, Inc. (NASDAQ: CTWS) ("Connecticut Water") today announced that they have amended the terms of their previously announced merger agreement from a stock-for-stock transaction to an all-cash acquisition of all outstanding common shares of Connecticut Water by SJW Group for \$70.00 per Connecticut Water common share. The cash transaction, which has a value of \$1.1 billion and an equity purchase price of \$843 million, is expected to be immediately accretive to SJW Group's earnings per share (EPS) in 2019 (post-close), increasing each year thereafter to high single-digit percentage EPS accretion in 2021.

The SJW Group and Connecticut Water Service Board of Directors each approved the amended merger agreement to help facilitate the closing of the companies' transformative combination and ensure that their shareholders, customers, employees and communities realize its significant benefits. The respective Boards also believe that the \$70.00 per share cash consideration will resolve any market distractions resulting from otherwise-inferior proposals for Connecticut Water. The amended merger agreement was unanimously approved by the Connecticut Water Board of Directors and by all SJW Group directors other than Eric Thornburg, who abstained from voting due to his ownership of Connecticut Water shares and the all-cash nature of the acquisition.

"The amended agreement reflects our continued and shared commitment with Connecticut Water to combine our two companies to create a leading national water and wastewater utility," said Robert Van Valer, the lead independent director of SJW Group's Board of Directors and trustee of the Roscoe Moss Jr. Revocable Trust, which is the largest stockholder of SJW Group. "Under the revised terms, the combination will substantially enhance our long-term value and significantly benefit our shareholders, employees, customers and local service area communities. Together, we will have a multi-state presence with a broader and more attractive growth platform and capacity to invest in our infrastructure, maintain our local operations and focus, provide greater opportunities for our employees and increase shareholder value over the immediate- and long-term."

Carol P. Wallace, Chairman of the Connecticut Water Service Board, said, "Over the last two years, the Connecticut Water Service Board of Directors has conducted a thorough process considering various

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alternatives for a merger, acquisition or other strategic transaction designed to serve the best interest of Connecticut Water shareholders, customers, and employees and communities. We are pleased to reach this amended agreement with SJW Group, which achieves that objective by delivering a 33% premium and substantial cash value to shareholders while also honoring all the stakeholder commitments of the previously announced merger. This transaction continues to provide long-term benefits for customers, employees and communities with experienced local employees, leadership team and the New England headquarters remaining in Clinton. We are confident that SJW Group is the ideal partner for Connecticut Water and look forward to achieving continued growth and success as the third-largest investor-owned pure-play water and wastewater utility in the United States.”

AMENDED TERMS

Under the terms of the amended agreement, SJW Group will acquire all of the issued and outstanding common shares of Connecticut Water at a price of \$70.00 per common share. This represents a superior offer with a significant premium of 33% to Connecticut Water’s unaffected closing share price of \$52.57 on March 14, 2018 and exceeds Connecticut Water’s all-time high price of \$69.72 per common share.

Following the close of the all-cash merger, SJW Group’s Board of Directors will expand by two seats, with the two vacancies to be filled by current Connecticut Water Service directors to be appointed by SJW Group to further bolster the Board’s expertise in the New England market. The combined company’s headquarters will be located in San Jose, CA, and its New England headquarters will be located in Clinton, CT. Members of Connecticut Water’s current executive team are expected to lead the New England region of the combined company. The combined company will be called SJW Group, with the New England organization known as Connecticut Water Service, Inc., and each of the company’s current operating subsidiaries will continue to operate under their existing brand names.

STRATEGIC AND FINANCIAL BENEFITS

The revised transaction terms maintain the compelling highlights of the previously announced combination of SJW Group and Connecticut Water:

- **The formation of a leading, pure-play and geographically diverse water franchise**, which on a pro-forma basis will be the third-largest investor-owned water and wastewater utility in the United States and, we believe, will have very attractive growth opportunities in the years to come and remain in a position to provide opportunities to employees and deliver safe and reliable water to customers.
- **Highly attractive, stable and increased earnings growth profile**. The combined company is expected to have operating revenue of approximately \$496 million and recurring net income of approximately \$74 million on a 2017 pro forma basis.
- **Immediate EPS accretion** for SJW Group shareholders in 2019 (post-close), increasing each year thereafter to high single digit percentage EPS accretion in 2021. Connecticut Water shareholders will receive a significant and certain premium for their shares upon closing.
- **A robust balance sheet that enhances financial flexibility to increase sustained growth in SJW Group’s rate base**, continue necessary investments in its water systems and employees and

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create a stronger, more stable utility enterprise with greater diversification and continued strong operating cash flow and dividends.

- **Continued dividend growth** with a strong investment grade credit rating of at least “A-” expected for the combined company. SJW Group anticipates that it will be able to continue its robust dividend payment trajectory.
- **Low integration risk with an experienced management team** that has over 187 years of combined experience in water utilities, significant expertise in each market the combined company will operate in and a proven track record of integrating numerous smaller acquisitions.

Eric Thornburg, SJW Group’s Chairman, President and Chief Executive Officer, said, “SJW Group is entering this combination from a position of financial strength and with attractive growth opportunities. We are confident that under the terms of this revised transaction the combined company will be able to accelerate our growth, enhance the quality of our services and offerings for customers and deliver significant value to our shareholders and our communities. We look forward to continuing our discussions with all of our stakeholders about the significant benefits we believe this combination provides.”

COMMITMENTS TO CUSTOMERS, EMPLOYEES AND LOCAL COMMUNITIES

“We consider this combination with the SJW Group as a unique opportunity to deliver superior value to our shareholders and still honor the commitments made to our customers, employees and communities which are at the core of our brand and mission of delivering life sustaining, high quality water service to families and communities,” said David C. Benoit, President and Chief Executive Officer of Connecticut Water.

- **Serving local communities with a passionate, dedicated team of locally-based water professionals.** Each of the combined company’s operating utilities and their customers will continue to be supported locally by a team of passionate, dedicated employees and existing leaders. They will bring their extensive certifications, operating experience and local knowledge to the communities they serve.
- **Delivering customer benefits.** The new organization will maintain the longstanding commitments of SJW Group and Connecticut Water to outstanding customer service, which will be enhanced by sharing of best practices, operational expertise and more extensive resources. There will be no change in customer rates as a result of the transaction, and the operating subsidiaries of the combined company will each continue to be subject to oversight by their respective state regulatory commissions for rates and quality of service.
- **Honoring commitments to employees.** Following the close of the transaction, employees will have additional opportunities for career development and geographic mobility as part of a larger, stronger, more diverse organization. Importantly, the combined company has committed that there will be no layoffs as a result of the transaction and does not anticipate any significant changes in employee compensation or benefits packages. SJW Group values its trusted union partnerships, and all union contracts will continue to be honored.

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- **Maintaining environmental stewardship.** Environmental stewardship is a core value for both organizations, given the local nature of the water business. Both companies have been industry leaders in their efforts to promote water conservation and protect the valuable lands and water resources that have been entrusted to them. That focus will continue as the combined company seeks to further reduce its environmental footprint and look for opportunities to improve the sustainability of its business practices.
- **Ongoing support of communities.** In addition to retaining dedicated employee teams across its footprint, the new company will maintain strong community ties and participation in community events and organizations. The combined company will continue to focus on supporting economic development with investments in growth, safety and reliability.

CONSERVATIVE FINANCING

J.P. Morgan is providing committed financing for the revised transaction in the form of a new \$975 million bridge loan facility. SJW Group will assume Connecticut Water's existing debt and ultimately fund the \$843 million equity purchase price through a conservative mix of debt and equity, with \$450-550 million of equity. SJW Group anticipates that this conservative financing mix will allow SJW Group to maintain an attractive, strong investment grade credit rating of at least "A-", enabling continued investment in the infrastructure, operations and customer service capabilities of the combined company. Additionally, SJW Group anticipates that it will be able to continue SJW Group's robust dividend history and continue to pay an attractive and consistent cash dividend to shareholders.

CLOSING CONDITIONS

The revised transaction, which is expected to close in the first quarter of 2019, is subject to customary closing conditions and approvals, including the approval of Connecticut Water shareholders, the approvals of the Connecticut Public Utilities Regulatory Authority and the Maine Public Utilities Commission and the approval of the Federal Communications Commission. The waiting period under the Hart-Scott-Rodino Antitrust Improvements Act was terminated early on April 27, 2018. The California Public Utilities Commission (CPUC) previously instituted an investigation into whether the transaction is subject to its approval and anticipated impacts in California. The CPUC is planning to complete its inquiry in time to allow the acquisition to go forward, if appropriate, by the end of 2018. It is anticipated that consideration of the revised transaction will not substantially extend the current CPUC investigation.

The transaction is not subject to any financing condition. The revised transaction does not require approval from SJW Group shareholders and the previously anticipated special meeting of SJW Group shareholders to vote on the revised transaction will not take place.

Connecticut Water Service's Board of Directors unanimously recommends that Connecticut Water shareholders vote in favor of the revised transaction. A date for the special meeting of Connecticut Water shareholders to vote on the revised transaction will be set in the near future.

SJW Group's Board of Directors unanimously recommends that SJW Group shareholders discard the white cards and any materials received from California Water Service (NYSE: CWT) as part of its tender offer solicitation to acquire SJW Group. If SJW Group shareholders have previously tendered their

Appendix A-5.2 (ScottMadden)

shares, they may revoke their tender by contacting Georgeson LLC using the contact information provided below.

ADVISORS

J.P. Morgan Securities LLC is serving as financial advisor to SJW Group, and Skadden, Arps, Slate, Meagher & Flom LLP is legal counsel.

Wells Fargo Securities, LLC is serving as Connecticut Water's financial advisor and Sullivan & Cromwell LLP as its legal counsel.

For additional information, please visit <https://www.sjw-ctws.com/combination/>.

Cautionary Statement Regarding Forward-Looking Statements

This document contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. Some of these forward-looking statements can be identified by the use of forward-looking words such as "believes," "expects," "may," "will," "should," "seeks," "approximately," "intends," "plans," "estimates," "projects," "strategy," or "anticipates," or the negative of those words or other comparable terminology.

The accuracy of such statements is subject to a number of risks, uncertainties and assumptions including, but not limited to, the following factors: (1) the risk that the conditions to the closing of the transaction are not satisfied, including the risk that required approval from the shareholders of Connecticut Water for the transaction is not obtained; (2) the risk that the regulatory approvals required for the transaction are not obtained, on the terms expected or on the anticipated schedule; (3) the effect of water, utility, environmental and other governmental policies and regulations; (4) litigation relating to the transaction; (5) the ability of the parties to the transaction to meet expectations regarding the timing, completion and accounting and tax treatments of the proposed transaction; (6) the occurrence of any event, change or other circumstance that could give rise to the termination of the transaction agreement between the parties to the proposed transaction; (7) changes in demand for water and other products and services of Connecticut Water; (8) unanticipated weather conditions; (9) catastrophic events such as fires, earthquakes, explosions, floods, ice storms, tornadoes, terrorist acts, physical attacks, cyber-attacks, or other similar occurrences that could adversely affect Connecticut Water's facilities, operations, financial condition, results of operations, and reputation; (10) risks that the proposed transaction disrupts the current plans and operations of Connecticut Water; (11) potential difficulties in employee retention as a result of the proposed transaction; (12) unexpected costs, charges or expenses resulting from the transaction; (13) the effect of the announcement or pendency of the proposed transaction on Connecticut Water's business relationships, operating results, and business generally, including, without limitation, competitive responses to the proposed transaction; (14) risks related to diverting management's attention from ongoing business operations of Connecticut Water; (15) the trading price of Connecticut Water's common stock; and (16) legislative and economic developments.

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In addition, actual results are subject to other risks and uncertainties that relate more broadly to Connecticut Water's overall business and financial condition, including those more fully described in Connecticut Water's filings with the U.S. Securities and Exchange Commission (the "SEC"), including, without limitation, its annual report on Form 10-K for the fiscal year ended December 31, 2017. Forward looking statements are not guarantees of performance, and speak only as of the date made, and none of SJW Group, its management, Connecticut Water or its management undertakes any obligation to update or revise any forward-looking statements except as required by law.

Additional Information and Where to Find It

This communication may be deemed to be solicitation material in respect of the proposed acquisition of Connecticut Water by SJW Group. In connection with the proposed transaction, SJW Group and Connecticut Water intend to file relevant materials with the SEC, including Connecticut Water's proxy statement on Schedule 14A. **SHAREHOLDERS OF CONNECTICUT WATER ARE URGED TO READ ALL RELEVANT DOCUMENTS FILED WITH THE SEC, INCLUDING CONNECTICUT WATER'S PROXY STATEMENT, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION.** Investors and security holders will be able to obtain the documents free of charge at the SEC's web site, <http://www.sec.gov>, and Connecticut Water's shareholders will receive information at an appropriate time on how to obtain transaction-related documents free of charge from Connecticut Water. Such documents are not currently available.

Participants in Solicitation

SJW Group and its directors and executive officers, and Connecticut Water and its directors and executive officers, may be deemed to be participants in the solicitation of proxies from the holders of Connecticut Water's common stock in respect of the proposed transaction. Information about the directors and executive officers of SJW Group is set forth in the proxy statement for SJW Group's 2018 Annual Meeting of Stockholders, which was filed with the SEC on March 6, 2018. Information about the directors and executive officers of Connecticut Water is set forth in the proxy statement for Connecticut Water's 2018 Annual Meeting of Shareholders, which was filed with the SEC on April 6, 2018. Investors may obtain additional information regarding the interest of such participants by reading the proxy statement regarding the acquisition when it becomes available.

SJW Group Contacts

Investors

Andrew Walters
Chief Administrative Officer, SJW Group
408-279-7818, andrew.walters@sjwater.com

Georgeson LLC
William Fiske / Edward Greene

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212-440-9800; 866-357-4029, BFiske@georgeson.com

Media

Jayne Ackemann

Director of Corporate Communications, SJW Group
408-918-7247, Jayme.Ackemann@sjwater.com

Abernathy MacGregor

Chuck Dohrenwend, 212-371-5999, cod@abmac.com

Jeremy Jacobs, 212-371-5999, jrj@abamac.com

Nazan Riahei, 213-630-6550, nkr@abmac.com

Connecticut Water Contacts

Daniel J. Meaney, APR

Director, Corporate Communications

860-664-6016

dmeaney@ctwater.com

Investors

Mike Verrechia / Bill Dooley

Morrow Sodali, LLC

800-662-5200

CTWS@morrrowsodali.com

Media

Joele Frank, Wilkinson Brimmer Katcher

Sharon Stern / Barrett Golden / Joseph Sala

212-355-4449

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1/27/2020

\$75 million sale of Limerick sewer system completed | News | pottsmmerc.com

https://www.pottsmmerc.com/news/million-sale-of-limerick-sewer-system-completed/article_c2829766-f124-57d9-8617-5cf820d4e1c6.html

\$75 million sale of Limerick sewer system completed

by Evan Brandt

Aug 8, 2018



Limerick's wastewater treatment plant on King Road is one of two that has been sold to Aqua PA.

Digital First Media File Photo

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1/27/2020

\$75 million sale of Limerick sewer system completed | News | pottsmmerc.com

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LIMERICK >> The long-delayed sale of the Limerick Township sewer system to a private utility company for \$75.1 million has finally been closed, township supervisors were informed this week.

The sale to Aqua Pennsylvania was approved by the Pennsylvania Utility Commission on July 13. The closing on the sale occurred on July 25, Assistant Township Manager/Treasurer Beth DiPrete said.

The system has two treatment plants, one on Possum Hollow Road and the other on King Road, as well as 18 pump stations and miles of underground pipe.

DiPrete said after deductions were made to the sale price to pay off a \$3.7 million sewer bond incurred by the sewer authority, and other debts by the township, that the net gain for Limerick is \$70,489,941.

Supervisors' Chairwoman Elaine DeWan said the board decided to sell the sewer system because of the potential for increased operating costs, and the need to pay for a number of major capital projects driven by the burgeoning population.

Twitter recap: Mega Projects and Sewer Systems

"When I moved here in 2001, there were 9,000 people and now there are 19,000," she said.

One of those capital projects can be seen at 646 Ridge Pike, where a new \$10 million township and police building has risen where the former township building once stood. The township has been operating for months out of temporary quarters on South Limerick Road.

Plans call for the township to move back into the new offices on Aug. 15, when the township will be closed for business.

DiPrete said the township borrowed \$6 million for that project because of the delay caused by the PUC in obtaining the money from the sewer system sale. "We initially thought it would close about December of last year," she said.

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\$75 million sale of Limerick sewer system completed | News | pottsmmerc.com

Another \$4 million was borrowed to pay for the new public works garage built behind the new township building.

DeWan said the township built a new Limerick Fire Station on Ridge Pike and intends to undertake a \$2.5 million renovation of the Linfield Fire station. Both fire companies are in the process of merging into a single company, but both stations are still needed, she said.

She said the sale will also fund other major capital projects, such as improvements to the intersection of Royersford Road and Linfield-Trappe Road.

“To pay for all that would have required us to double the township’s taxes or more,” DeWan said.

The sale was made easier, said DiPrete, by a change in Pennsylvania law on how the value of such facilities are calculated.

The transaction falls under the recently enacted Act 12, which allows municipalities that own water and wastewater systems to sell their systems to regulated public utilities at fair market valuation.

“Aqua is thrilled to welcome our new Limerick customers and employees,” Aqua America Chairman and CEO Christopher Franklin, said in a prepared statement.

“This purchase was a collaborative effort that will allow us to bring benefits to the Limerick community by leveraging expertise in compliance, large-scale purchasing power and efficiencies in a larger, regional operation.”

Including Limerick, Aqua America has four fair market value asset purchase agreements in place, with Cheltenham, East Bradford and New Garden townships in Pennsylvania.

Also aided by Act 12, Exeter Township in Berks County sold its sewer treatment plant to Pennsylvania American Water Co. for \$96 million earlier this year.

In the same prepared statement, Aqua Pennsylvania President Marc Lucca says his team will bring a sharp environmental focus to the service they provide for Limerick’s residents.

“It’s imperative we return treated wastewater back to our rivers and streams cleaner than when we first take it out,” Lucca said. “I welcome our new employees who’ve done a great job ensuring the Limerick system is compliant and well maintained, and look forward to serving our new

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\$75 million sale of Limerick sewer system completed | News | pottsmmerc.com

customers.”

The sale of the Limerick system, which serves approximately 5,400 wastewater connections, comes with some historical baggage.

The township took over operation of the sewer system from the Limerick Sewer Authority in 2008 in what might be described as a hostile take-over and only after a protracted fight between the two.

Limerick Township Municipal Authority was created by the Limerick supervisors in 1966 and operated as an independent municipal authority.

In March, 2008, one month after the supervisors moved to dissolve the authority, the authority filed a court injunction to prevent the township from taking over the authority.

The township argued said such a power transfer would achieve cost savings for Limerick in the long run, while those representing the authority said pure politics were at play.

Much of the political accusations were aimed at former supervisors chairman David Kane, who was sentenced to four years in federal prison in 2012 after pleading guilty to filing a false income tax return, failure to file income tax returns, tax evasion and mail fraud.

Kane was a member of both the authority board and the board of supervisors and after he admitted publicly he wanted to install former supervisor Frank Kotch as sewer authority administrator, as well as install a member of Township Solicitor Joe McGrory's law firm as the authority solicitor, he was accused of cronyism.

But ultimately, the issue was resolved in the township's favor, after thousands of dollars in legal fees had been accumulated, and the transfer moved ahead in September of 2008.

Flash forward to 2016, when the Board of Supervisors unanimously approved the \$75.1 million sale of the township sewer system to Aqua Pennsylvania Wastewater Inc.

The sale, which had been discussed previously, but not seriously, got more serious after the passage of Act 12 and the offers for the system started coming in much higher.

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\$75 million sale of Limerick sewer system completed | News | pottsmmerc.com

Aqua's \$75.1 million bid came in 43 percent higher than the other two offers, includes an additional \$400,000 for future developments and requires that sewer rates not be raised for three years.

Evan Brandt

@PottstownNews on Twitter

Evan Brandt has been a staff reporter for The Mercury for more than 20 years. He covers municipal, school district, political, state government, federal government and environmental news.

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Missouri American Water Announces Acquisition of the City of Lawson Water and Wastewater Systems

August 31, 2018 01:41 PM Eastern Daylight Time

LAWSON, Mo.--(BUSINESS WIRE)--Missouri American Water completed its acquisition of the Lawson water and wastewater systems today, adding approximately 968 new water customers and 913 new sewer customers to its more than 480,000 statewide customers. The purchase price for both the water and wastewater system is \$4 million.

Customers in Lawson, located southeast of the St. Joseph district, will receive their first statement from Missouri American Water during the first week of October. All customers will be charged the existing inside city water and wastewater rates upon completion of the acquisition.

Information about the system purchase, and general information about water and wastewater service with Missouri American Water was delivered to residents the week of August 27.

"We are very excited to welcome our new customers in the Lawson community and expand our presence in the northwest part of the state," said Cheryl Norton, President of Missouri American Water. "Missouri American Water brings over 125 years of expertise to the water and wastewater industries, by joining our large customer base, we will be able to utilize that expertise to provide high quality service for a reasonable cost in Lawson."

A town hall meeting is scheduled for September 11, at the Lawson Community Center at 6:30 p.m. This will allow residents to meet with representatives from Missouri American Water who can answer billing and service related questions.

Missouri American Water

Missouri American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.5 million people.

With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to over 14 million people in 45 states and Ontario, Canada. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Contacts

Central Penn Business Journal - cpbj.com

Energy & Environment

Pennsylvania American Water paying nearly \$62K for wastewater system in Pike County

By **Jason Scott**, September 19, 2018 at 9:09 AM

Pennsylvania American Water, the commonwealth's largest investor-owned water utility, is scooping up a small wastewater system in Pike County.

The Derry Township-based company, which is **moving to Cumberland County next year**, announced Tuesday that it has signed an agreement to purchase the wastewater assets of the Delaware Sewer Company in Delaware Township. The system serves 40 customers and the transaction is valued at \$61,700.

Pennsylvania American Water said the small system has suffered from a lack of investment and proper maintenance, including failing sand mounds, which led to an investigation by the Pennsylvania Public Utility Commission in 2016. That process resulted in the the system being put up for sale.

The PUC must approve the system sale and Pennsylvania American will be required to submit a plan for infrastructure upgrades.

Pennsylvania American Water said it expects to close on the deal by the third quarter of 2019. After the deal wraps up, the utility said it plans to start making improvements.

The company also owns the Clean Treatment wastewater operations in Delaware Township. That system, which was acquired in 2013, serves about 1,000 residents.





The Pike County system is one of several recent additions for Pennsylvania American Water.

Last month, the company agreed to buy **Steelton's water system in Dauphin County**.

Prior to that, the company completed a **\$1 million acquisition in the Borough of Turbotville**, Northumberland County. At the end of May, it spent **\$96 million on a wastewater system** in Exeter Township, Berks County.

Pennsylvania American is a subsidiary of New Jersey-based American Water.

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Aqua America Announces Acquisitions in Virginia, Texas, Pennsylvania, North Carolina and Illinois

BRYN MAWR, Pa.--(BUSINESS WIRE)-- Aqua America (NYSE:WTR) announced today that its subsidiaries in Virginia, Texas, Pennsylvania, North Carolina and Illinois have completed the acquisitions of water and wastewater systems in their states.

Aqua Virginia acquired the assets of Wintergreen Valley Utility Company, L.P., owner of the Wintergreen Stoney Creek public water and sewer systems, which serve water to approximately 1,200 residents and provide wastewater service to approximately 475 residents in Nelson County, Virginia. The water and wastewater systems were purchased for \$537,950 and \$113,250, respectively. The company also acquired the assets of the Venter Heights public water system, which serves approximately 400 people in King William County, Virginia, for \$85,000.

Aqua Texas acquired the assets of Union Hill Water Supply Corporation, which serves approximately 500 people in Henderson County, Texas, for \$356,000.

Aqua Pennsylvania purchased the assets of the Bunker Hill Wastewater Company and the Factoryville Bunker Hill Water Company, each of which serves approximately 180 residents in Factoryville Borough, Wyoming County, for \$135,000.

Aqua North Carolina acquired the assets of the Water Works of Alamance County, which serves approximately 300 residents in Cary, for \$43,000. In addition, Aqua North Carolina invested \$5,200 to acquire the assets of the Mountain Ridge Estates water system, a utility that serves 100 residents in Watauga County.

Aqua Illinois acquired the water utility assets of Summerdale from the Village of Norridge in Cook County for \$5,000. This system serves approximately 180 residents in unincorporated Norwood Township, near Aqua's recently acquired North Maine Utility.

"Each of these acquisitions represents our ability to fill in our footprint and take advantage of economies of scale in areas where we currently do business," explained Aqua America President and CEO Christopher Franklin. "While we will continue to add acquisitions like these to our portfolio where they make sense, we are concentrating our growth efforts on larger municipal acquisitions, similar to the North Maine Utilities acquisition we completed in April. With our 2015 completed acquisitions to date, we are in the position to exceed our 2014 performance in customer growth, the number of total acquisitions and the number of municipal acquisitions for the year."

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information.

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to exceed 2014 performance in customer growth. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions, the successful integration of the customers and the facility, the ability to close the additional acquisitions on a timely basis, and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Aqua America's business, please refer to Aqua America's annual, quarterly and other SEC filings. Aqua America is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRF

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Aqua America
Donna Alston
O: 610-645-1095
M: 484-368-4720
DPAlston@AquaAmerica.com

Source: Aqua America

News Provided by Acquire Media

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2/12/2019

With Peotone, Illinois Acquisition, Aqua America Celebrates 1 Million Customer-Connection Milestone

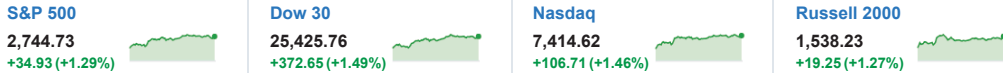
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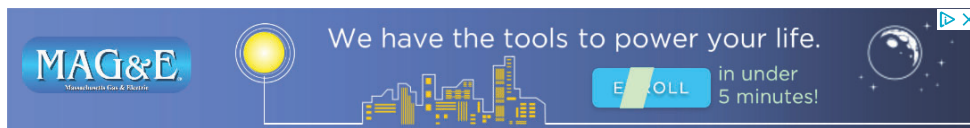


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With Peotone, Illinois Acquisition, Aqua America Celebrates 1 Million Customer-Connection Milestone

Business Wire October 2, 2018

BRYN MAWR, Pa.--(BUSINESS WIRE)--

Aqua America Inc., one of the largest U.S.-based, publicly traded water utilities, today announced it has reached its 1 million customer-connection milestone with the purchase of Peotone Village's water and wastewater systems by subsidiary Aqua Illinois. The purchase was finalized Oct. 1 and will result in the company welcoming nearly 3,000 new customer connections.

"We are pleased to welcome the residents and businesses of Peotone to the Aqua family with this momentous occasion," said Aqua America Chairman and CEO Christopher Franklin. "From day one, Aqua has been committed to expertly addressing the water needs of growing communities, and being a partner where we serve. We have a long history as a guardian of Earth's most essential resource, and I congratulate our dedicated team as we reach this milestone together."

Founded in 1886 in southeastern Pennsylvania, Aqua America and its eight state subsidiaries own and operate approximately 1,700 water and wastewater systems, many of which have been acquired in Aqua's 300 acquisitions since 1995. In these communities, Aqua leverages its expertise in compliance, large-scale purchasing power and efficiencies to provide needed infrastructure improvements to enhance water quality and reliability. Since 2012, Aqua has invested approximately \$2.2 billion to improve infrastructure in the communities it serves, with plans to invest an additional \$1.4 billion through 2020.

"The growth that has led to our 1 millionth customer connection is a direct result of Aqua's commitment to improving water quality and infrastructure in the United States," said Franklin. "By partnering with municipalities that need help with maintaining their water and wastewater systems, we make essential infrastructure investments in the communities we serve, and that leads to improved service for our customers, regulatory compliance and environmental stewardship."

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| Symbol | Last Price | Change | % Ch |
|--|------------|---------|------|
| WTR Aqua America, Inc. | 35.91 | -0.13 | -0.4 |
| PCG PG&E Corporation | 15.43 | +1.10 | +7.1 |
| EVRG Energy, Inc. | 58.30 | +0.23 | +0.4 |
| ED Consolidated Edison, Inc. | 78.57 | +0.34 | +0.4 |
| ^DJI Dow Jones Industrial Average | 25,425.76 | +372.65 | +1.5 |
| HBI Hanesbrands Inc. | 18.60 | +0.21 | +1.1 |
| PVH PVH Corp. | 114.33 | +1.55 | +1.4 |
| ^VIX CBOE Volatility Index | 15.45 | -0.52 | -3.3 |
| ^GSPC S&P 500 | 2,744.73 | +34.93 | +1.3 |
| CRON Cronos Group Inc. | 19.67 | +0.23 | +1.2 |
| ETRN Equitrans Midstream Corporation | 19.26 | +0.44 | +2.3 |
| D Dominion Energy, Inc. | 73.20 | +0.39 | +0.5 |
| FLT FleetCor Technologies, Inc. | 218.88 | +1.62 | +0.7 |
| TWNK Hostess Brands, Inc. | 11.80 | +0.08 | +0.7 |
| LRCX Lam Research Corporation | 179.25 | +3.33 | +1.9 |

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2/12/2019

With Peotone, Illinois Acquisition, Aqua America Celebrates 1 Million Customer-Connection Milestone

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Village of Peotone Mayor Steven Cross echoed the sentiment.

“It’s wonderful for Peotone to be recognized in such a significant way and we look forward to the service Aqua will provide now and in the future.”

Aqua has several fair market value asset purchase agreements in place, including Cheltenham, East Bradford and New Garden townships in Pennsylvania. The Village of Manteno in Illinois and Limerick Township in Pennsylvania both closed in July 2018. When it completes all these acquisitions, the company will welcome approximately 23,000 new customer connections to the Aqua family. Aqua paid \$12.3 million for Peotone’s systems.

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information, or follow Aqua on Facebook at facebook.com/MyAquaAmerica and on Twitter at [@MyAquaAmerica](https://twitter.com/MyAquaAmerica).

WTGR

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AdChoice



AQUA PENNSYLVANIA TO ACQUIRE NEIGHBORING WASTEWATER SYSTEM

November 13, 2018

BRYN MAWR, PA, NOV 13, 2018 -- Aqua America Inc. announced its Pennsylvania subsidiary has signed an agreement with East Norriton Township, Montgomery County to acquire its [wastewater](#) assets, serving roughly 4,950 wastewater connections, for \$21 million. The agreement falls under Pennsylvania's Act 12 fair market value legislation.

Act 12 encourages consolidation in a fragmented water and wastewater industry, allowing resources to be shared among a larger service area, ultimately benefiting utility customers, according to Aqua America Chairman and CEO Christopher Franklin.

"Act 12 has enabled [water utilities](#) like Aqua and municipal systems like East Norriton to enter into agreements that benefit customers by ensuring professionally run, reliable service into the future," said Franklin. "The legislation also provides municipalities with a fair market price for their assets, which can be used to address other important community priorities."

Aqua Pennsylvania President Marc Lucca said he is looking forward to working with the township and residents in East Norriton.

"The decision to sell water and wastewater assets is an important one for municipal leaders," said Lucca. "We look forward to serving this community."

Aqua Pennsylvania has three other fair market value asset purchase agreements in place: New Garden and East Bradford townships in Chester County with 2,100 and 1,200 customer connections, respectively; and Cheltenham Township, Montgomery County with 10,500 customer connections. In addition to these three fair market value agreements, Aqua Pennsylvania has an asset purchase agreement with the Borough of Phoenixville, Chester County that would yield another 556 water connections outside its municipal boundary. Collectively, when closed, these five agreements would allow the company to welcome roughly 19,300 additional customer connections.

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2/12/2019

Aqua Pennsylvania to acquire neighboring wastewater system - WaterWorld

Aqua Pennsylvania completed the acquisition of the Limerick Township, Montgomery County wastewater system in July 2018 using Act 12 fair market value legislation, adding 5,400 customer connections.

Aqua America's Illinois subsidiary completed acquisitions of the Village of Manteno's wastewater assets July 2, and the Village of Peotone wastewater system on Oct. 1 and employing similar Illinois legislation, collectively adding more than 6,800 new customer connections and bringing Aqua America to its 1 million customer-connection milestone.

In terms of the company's growth efforts in other regulated utilities, on Oct. 23, Aqua America announced it will acquire Pittsburgh-based natural gas company Peoples for \$4.275 billion, creating a partnership that can have a more significant impact on improving infrastructure reliability, quality of life and economic prosperity in the areas it will serve. When this acquisition closes, expected in mid-2019, Aqua will add 740,000 customers in Western Pennsylvania, Kentucky and West Virginia to its family of companies.

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves about 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information.



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Eric Anderson, Commissioner

Case Nos. EAG-W-18-01, SUZ-W-18-02

Contact: Matt Evans

Office: (208) 334-0339

Cell: (208) 520-4763

matt.evans@puc.idaho.gov

Deadline to intervene set in case involving proposed sale of Eagle Water Company

BOISE (Dec. 10, 2018) – State regulators have set a deadline for parties seeking to intervene in a case involving the proposed sale of Eagle Water Company to Suez Water Idaho.

The [proposal](#), which requires the approval of the Idaho Public Utilities Commission, calls for a purchase price of \$10 million as well as significant rate increases for the approximately 4,200 customers of Eagle Water.

The proposal includes a third entity, Wyoming-based H2O Eagle Acquisition LLC, which has entered into asset purchase agreements with both Suez and Eagle Water. Those agreements call for H2O Eagle to purchase Eagle Water and its assets, and for H2O Eagle to sell the company and assets to Suez.

If the deal is approved as proposed, these transactions would close simultaneously, and Suez would take over all ownership and operations of the water system, which is not the same as the city of Eagle's municipal water system.

Suez has proposed that rates for Eagle Water's current customers be increased in three phases over three years, in order to create "rate parity" with Suez's approximately 96,000 customers in the Boise area.

Under the proposed rate adjustment period, Eagle Water customers would see an approximate monthly increase of \$6.44 in the first year, and monthly increases of \$9.40 in both the second and third years.

Eagle Water's owner cited his age, "the increasing complexity of regulatory requirements, necessary and costly system upgrades" and the utility's limited access to capital to fund those upgrades as reasons for the proposed sale.

Appendix A-5.2 (ScottMadden)

Both Eagle Water and Suez contend that the proposal is in the public interest and will result in significant benefits to customers of both utilities by “among other things, realizing certain efficiencies in water service, water supply and operating costs.”

Parties seeking to intervene in order to present testimony and exhibits and cross-examine witnesses must do so by Dec. 28.

Later, the Commission will announce dates for public comment deadlines and customer workshops and hearings.

Written comments are being accepted. Go [here](#) to submit a comment electronically. Or go to the Commission’s web site, www.puc.idaho.gov and click on “Case Comment Form” under the “Water” heading.

Comments can also be submitted via fax to (208) 334-3762 or by mail to P.O. Box 83720, Boise, ID 83720-0074. Please be sure to include the case number, EAG-W-18-01 or SUZ-W-18-02.

All documents related to this case are available [here](#). Or go to the Commission’s web site, www.puc.idaho.gov, click on “Open Cases” under the “Water” heading and scroll down to case number EAG-W-18-01 or SUZ-W-18-02.

Appendix A-5.2 (ScottMadden)

1/20/2020

Aqua Pennsylvania Closes Purchase of East Bradford Wastewater System | Aqua America, Inc.



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Aqua Pennsylvania Closes Purchase of East Bradford Wastewater System

Dec 13, 2018

BRYN MAWR, Pa.--(BUSINESS WIRE)--Dec. 13, 2018-- Aqua America Inc. (NYSE: WTR) announced today that its Pennsylvania subsidiary acquired the nearly 1,250-connection wastewater assets of East Bradford Township, Chester County for \$5 million, marking Aqua Pennsylvania's second acquisition to close under fair market valuation legislation, which encourages consolidation in a fragmented water and wastewater industry and allows resources to be shared among a larger service area.

Aqua Chairman and CEO Christopher Franklin firmly believes these aspects benefit customers.

"Our acquisition of East Bradford is another example of how Act 12 can help a municipality ensure its residents have professional and reliable wastewater service into the future, while reaping the benefit of a fair price for its assets for their community," said Franklin.

Aqua Pennsylvania President Marc Lucca looks forward to adding wastewater to the water service it already provides for East Bradford.

"I'd like to thank the community leaders of East Bradford Township for having the confidence to entrust their residents' wastewater service to Aqua," he said. "We're proud to have the opportunity to now provide wastewater service to our East Bradford water customers, which enables us to offer greater economies of scale and operational efficiencies. We look forward to this additional service opportunity."

Aqua Pennsylvania has three other fair market value asset purchase agreements in place: New Garden Township, Chester County with approximately 2,100 customer connections; and Cheltenham and East Norriton townships in Montgomery County with about 10,500 and 4,950 customer connections, respectively. In addition to these fair market value agreements, Aqua Pennsylvania has an asset purchase agreement with the Borough of Phoenixville, Chester County that would yield approximately 560 water connections. Collectively, when closed, these agreements, along with East Bradford, will allow the company to welcome more than 19,000 additional customers. Aqua Pennsylvania acquired the Limerick Township, Montgomery County wastewater system July 25 using Act 12, adding more than 5,400 customer connections.

Outside of Pennsylvania, Aqua America's Illinois subsidiary acquired the Village of Manteno's wastewater assets July 2, and the Village of Peotone wastewater system Oct. 1 employing similar Illinois legislation. These two acquisitions added more than 6,800 new customer connections and brought Aqua to its 1 million customer-connection milestone.

In terms of the company's growth efforts in other regulated utilities, on Oct. 23, Aqua announced it will acquire Pittsburgh-based natural gas company Peoples for \$4.275 billion, creating a platform that can have a more significant impact on improving infrastructure reliability, quality of life and economic prosperity in the areas it will serve. When this acquisition closes, expected in mid-2019, Aqua will add 740,000 customers in Western Pennsylvania, Kentucky and West Virginia to its family of companies.

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information.

Forward-Looking Statements

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: that the implementation of Act 12 allows resources to be shared to the benefit of utility customers and that the Aqua America and Peoples transaction will have a more significant impact on improving infrastructure reliability, quality of life, and economic prosperity in the areas the Company will serve following the closing of the transaction. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: the company's ability to close the company's and Peoples transaction, the company's ability to close the company's and Peoples transaction with reasonable conditions; general economic business conditions; the company's ability to fund the Company and Peoples transaction; the company's ability to fund capital growth; housing and customer growth trends; changes in regulations or regulatory treatment; availability and access to capital; the cost of capital; disruptions in the credit markets; the success of growth

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Aqua Pennsylvania Closes Purchase of East Bradford Wastewater System | Aqua America, Inc.

initiatives; and other factors discussed in our Annual Report on Form 10-K and our Quarterly Report on Form 10-Q, which is filed with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Aqua America's business, please refer to Aqua America's annual, quarterly and other SEC filings. Aqua America is not under any obligation - and expressly disclaims any such obligation - to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRF

View source version on businesswire.com: <https://www.businesswire.com/news/home/20181213005641/en/>

Source: Aqua America Inc.

Brian Dingerdissen
Investor Relations
O: 610.645.1191
B.Dingerdissen@AquaAmerica.com

Stacey Hajdak
Communications
O: 610.520.6309
M: 267.294.1866
SMHajdak@AquaAmerica.com



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8/28/2019

Indiana American Water Acquires Sheridan Water & Wastewater Systems in Central Indiana > Indiana

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Indiana American Water Acquires Sheridan Water & Wastewater Systems in Central Indiana

GREENWOOD, Ind. (December 21, 2018) – Indiana American Water President Deborah Dewey today announced the company's acquisition of the Town of Sheridan's water and wastewater systems in central Indiana. The purchase of the system adds more than 2,500 water and wastewater customers to the company's customer base, which represents a population of more than 3,000 residents.

"The acquisition of this system will help hold rates down for Sheridan customers as needed investments are made and also provide access to operations and capital management water professionals and a number of customer service options and payment methods," said Dewey. "Indiana American Water already provides water and wastewater service to several nearby communities, so this is a good fit for us and a continuation of our efforts to expand our presence across Indiana."

"In a time when communities are looking for new and innovative ways to deal with challenges they're facing and hold the bottom-line on expenses, this acquisition is a great solution for the town and its customers," Dewey continued.

Sheridan Town Council President David Kinkead is also enthusiastic in his support of the acquisition. "Our community was working to address pressing local infrastructure needs and other community priorities," said Kinkead. "This acquisition will help us to address these concerns while also providing future rate stability by keeping our rates lower than they would have been under municipal ownership, paying off our existing utility-related debt, and generating additional property tax revenues. We appreciate the experience, knowledge and resources that Indiana American Water brings to the table and look forward to working with them as this partnership begins."

The acquisition of the Sheridan water and wastewater systems for approximately \$10.75 million was approved by the Indiana Utility Regulatory Commission in September and closed by Indiana American Water and the Town of Sheridan on Monday, December 17, 2018. The Sheridan systems will be incorporated into the company's Kokomo district, which currently serves approximately 60,000 residents.

About Indiana American Water

Indiana American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.3 million people. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to over 14 million people in 45 states and Ontario, Canada. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit [amwater.com](https://www.amwater.com) (<file:///C:/Users/szafraj/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/JTOCR2/amwater.com>), and follow American Water on [Twitter](https://twitter.com/amwater) (<https://twitter.com/amwater>), [Facebook](https://www.facebook.com/weareamericanwater/) (<https://www.facebook.com/weareamericanwater/>) and [LinkedIn](https://www.linkedin.com/company/american-water/) (<https://www.linkedin.com/company/american-water/>).

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New Jersey American Water closes acquisition of wastewater assets

Wednesday, July 3, 2019 8:38 AM ET

By Nephele Kirong
Market Intelligence

American Water Works Co. Inc. subsidiary New Jersey American Water has completed the acquisition of the wastewater assets of the Borough of Mount Ephraim, N.J., for approximately \$1.4 million.

The sewer system serves approximately 1,800 customers, most of whom already receive water service from New Jersey American Water, according to a July 2 news release.

A November 2018 referendum resulted to more than 80% voting in favor of the acquisition. Under the deal, New Jersey American Water agreed to invest more than \$4 million in needed improvements, to freeze current rates for two years and to increase rates no more than 3% annually for the three years after that.

The New Jersey Board of Public Utilities cleared the transaction on June 21.

The borough plans to use the sale proceeds to reduce debt. "By selling the system, we are eliminating uncontrollable sewer costs which have been a major uncertainty in our budget," Mount Ephraim Mayor Joseph Wolk said.

This article was published by S&P Global Market Intelligence and not by S&P Global Ratings, which is a separately managed division of S&P Global.

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2/4/2021

SUEZ completes \$9.5 million acquisition of Mahoning Township, PA water and wastewater systems - SUEZ in North America

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SUEZ completes \$9.5 million acquisition of Mahoning Township, PA water and wastewater systems

Water

APRIL.03.2019

SUEZ completes \$9.5 million acquisition of Mahoning Township, PA water and wastewater systems

SUEZ completed a \$9.5 million asset purchase agreement today of the water and wastewater systems in Mahoning Township, Pennsylvania, expanding the company's service into Montour County. Prior approval from the Pennsylvania Public Utility Commission (PUC) was granted paving the way for SUEZ to begin operations today.

"We are excited to begin providing water and wastewater service to nearly 1,200 new customers in Mahoning Township," said Eric Gernath, chief executive officer of SUEZ North America. "Our employees have been working diligently to upgrade equipment and establish additional operating systems that will provide the best service possible to our new customers."

Gernath added that SUEZ "provides world class service with a history of innovation in water and wastewater treatment operations and solutions that yield the highest quality of water possible. We use innovative technology for water and wastewater treatment processes that are utilized at many of our facilities across the globe. Our commitment to research and development has also pioneered operating efficiencies utilized throughout the water and wastewater industry."

Mahoning Township Board of Supervisors Vice Chairman T.S. Scott said "We are pleased for the opportunities this transaction presents to our township, the proceeds of which will benefit all residents through funding of infrastructure and water runoff projects. [This action](#) removes government from the

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2/4/2021

SUEZ completes \$9.5 million acquisition of Mahoning Township, PA water and wastewater systems - SUEZ in North America

business of operating utilities and places it in its proper role of regulation and oversight with ratepayer protections provided by the PUC and Office of Consumer Advocate.”

The company has begun construction of an \$8.5 million water transmission pipeline project across the six-mile area of US Route 11 between Bloomsburg and Mahoning Township. A letter offering to provide service was recently mailed to potential new customers situated along the route, which includes portions of Cooper and Montour Townships. Support for the project was provided by local and state public officials in advance of SUEZ requesting approval from the PUC to extend service into Montour County.

The company’s Pennsylvania Operations provides existing service to over 61,000 customers in portions of the following counties: Columbia, Cumberland, Dauphin, Luzerne, Perry, Schuylkill, Wyoming, York. Today’s agreement with Mahoning Township marks the extension of service into Montour County.

New SUEZ customers in Mahoning Township have been switched to monthly billing from quarterly billing to conform with billing for all other customers. They will continue to pay existing rates for service during the first year the company operates the systems.

About SUEZ in North America

SUEZ in North America operates across all 50 states and Canada with 3,260 employees dedicated to environmental sustainability and smart and sustainable resource management. The company provides drinking water, wastewater and waste collection service to 6.4 million people on a daily basis; treats over 600 million gallons of water and over 450 million gallons of wastewater each day; delivers water treatment and advanced network solutions to 16,000 industrial and municipal sites; processes 55,000 tons of waste for recycling; rehabilitates and maintains water assets for more than 4,000 municipal and industrial customers; and manages \$4.1 billion in total assets. The company posted revenues of \$1.064 billion in 2017 and is a subsidiary of Paris-based SUEZ.

SUEZ

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2/4/2021

SUEZ completes \$9.5 million acquisition of Mahoning Township, PA water and wastewater systems - SUEZ in North America

With 90,000 people on the five continents, SUEZ is a world leader in smart and sustainable resource management. We provide water and waste management solutions that enable cities and industries optimize their resource management and strengthen their environmental and economic performances, in line with regulatory standards. To meet increasing demands to overcome resource quality and scarcity challenges, SUEZ is fully engaged in the resource revolution. With the full potential of digital technologies and innovative solutions, the Group recovers 17 million tons of waste a year, produces 3.9 million tons of secondary raw materials and 7 TWh of local renewable energy. It also secures water resources, delivering wastewater treatment services to 58 million people and reusing 882 million m³ of wastewater. SUEZ generated total revenues of 15.9 billion euros in 2017.

Press contact

Rich Henning

rich.henning@suez.com

[201-767-9300](tel:201-767-9300)

Steve Goudsmith

steven.goudsmith@suez-na.com

[\(201\) 225-6809](tel:(201)225-6809)

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Pennsylvania American Water acquires water, wastewater assets of Turbotville

Thursday, July 25, 2019 7:08 AM ET

By Nephele Kirong
Market Intelligence

Pennsylvania American Water Co. acquired the water and wastewater assets of the Borough of Turbotville in Northumberland County, Pa., for \$1 million.

"The purchase expands our customer base, which allows us to increase our operational efficiency and capitalize on economies of scale for the benefit of all of our customers," Pennsylvania American Water President Jeffrey McIntyre said.

The water system serves about 320 customers, and the wastewater system serves about 290 customers in Turbotville. The sale allows the borough to pay off all outstanding debt.

As part of the deal, the American Water Works Co. Inc. subsidiary plans to build a new \$3.2 million wastewater treatment plant to replace one built in the 1980s. Completion of the new plant is anticipated in 2022. The company will also replace water meters for all customers.

The company has adopted Turbotville's existing water rates, as approved by the state Public Utility Commission.

This article was published by S&P Global Market Intelligence and not by S&P Global Ratings, which is a separately managed division of S&P Global.

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Aqua America's Ohio Subsidiary Reaches Asset Purchase Agreement With City of Campbell to Acquire Water System

August 05, 2019 01:01 PM Eastern Daylight Time

BRYN MAWR, Pa.--(BUSINESS WIRE)--Aqua America Inc. (NYSE: WTR) announced today its Ohio subsidiary has signed an agreement with the City of Campbell, Mahoning County, to purchase the city's water treatment plant and distribution system for \$7.5 million. The system serves approximately 3,200 connections.

Closing of the sale is anticipated in late 2019 upon approval by the Public Utilities Commission of Ohio.

"This purchase will enable Aqua to bring benefits to the Campbell community by leveraging expertise in compliance, large-scale purchasing power and other efficiencies that can be realized with a larger, combined regional operation," said Aqua America Chairman and CEO Christopher Franklin. "Purchasing private and municipally owned systems is about more than growth. It allows us to do our part to strengthen water and wastewater infrastructure in the communities we serve, something that's vitally important for the future. At the same time, proceeds from the sale of a water or wastewater system can enable municipal leaders to pursue other important initiatives in their communities."

Aqua Ohio President Ed Kolodziej said Aqua will invest an estimated \$4.3 million in the water system to enhance water quality, reliability, and regulatory and environmental standards. "I commend the City of Campbell's mayor and council members for administering an open and transparent evaluation process," said Kolodziej. "Campbell's officials remained focused on making sure any resolution would offer the best solution for the community, and we look forward to serving our new customers."

Last year, Aqua completed municipal acquisitions in the Village of Manteno, Illinois; Limerick Township, Pennsylvania; the Village of Peotone, Illinois; East Bradford Township, Pennsylvania; and the Tredyffrin Township Municipal Authority's Valley Creek Trunk Sewer System in Pennsylvania. Including Campbell, Ohio, Aqua now has eight pending water and wastewater acquisitions under agreement totaling about 22,600 customer connections, which are expected to close in 2019 or 2020. Additionally, Aqua has signed a letter of intent with the Delaware County Regional Water Quality Control Authority, the large wastewater system that serves approximately 500,000 people in 42 municipalities in Delaware and Chester counties, Pennsylvania.

Aqua also announced on Oct. 23, 2018 an agreement to acquire Pittsburgh-based natural gas company Peoples for \$4.275 billion. Expected to close in 2019, Aqua will add 740,000 customers in Western Pennsylvania, Kentucky and West Virginia, while continuing to improve infrastructure reliability, quality of life and economic prosperity in these regions.

Aqua America is the second-largest publicly traded water utility based in the U.S., and serves more than 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information.

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This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to invest capital, receive governmental approval of the transition and to successfully close the acquisition, and its ability bring efficiencies to the City of Campbell community. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions; the receipt of governmental approvals; the successful closing of the acquisition; the successful integration of the customers and the facility; and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Aqua America's business, please refer to Aqua America's annual quarterly and other SEC filings. Aqua America is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

I agree

WTRF

Contacts

Brian Dingerdissen

Investor Relations

O: 610.645.1191

BJDingerdissen@AquaAmerica.com

Gretchen Toner

O: 610.645.1175

M: 484.368.4816

GMToner@AquaAmerica.com

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1/6/2020

American Water finalizes takeover of Boone-Raleigh PSD water service | Business | wvgazettemail.com

https://www.wvgazettemail.com/business/american-water-finalizes-takeover-of-boone-raleigh-psd-water-service/article_95a5c271-f526-585b-ae04-67c151580ced.html

American Water finalizes takeover of Boone-Raleigh PSD water service

By Caity Coyne Staff writer
Aug 8, 2019

Customers who once relied on the Boone-Raleigh Public Service District for water service are now officially customers of West Virginia America Water, after the company's acquisition of the PSD was finalized Thursday, according to a news release.

Boone-Raleigh PSD served about 470 water customers in Sylvester and Whitesville. Now, WVAW will serve those customers through an interconnection constructed between its existing lines in the area and the PSD's lines.

WVAW will only provide water service to the PSD's customers. Those who receive sewage service from the PSD will soon see a 16 percent increase (about \$6 per 3,000 gallons of water) to their bill due to the decrease in revenue from losing its water customers, [according to a filing](#) with the state Public Service Commission.

Water customers will also see an increase in their bills as the water rates raise to meet WVAW's rates – a \$19.18, or 57.8 percent, increase.

Per the [joint stipulation agreement](#) between the PSD and WVAW, which was approved earlier this year by the PSC, WVAW will pay \$115,000 to acquire the water system and its facilities.

Over the past few years, the PSC approached WVAW several times about the possibility of taking over water operations for Boone-Raleigh, especially as its service deteriorated. [Earlier this year](#), John Lipford, chairman of the Boone-Raleigh PSD, said he was confident that this time, the deal would come to fruition, and he was right.

The hope, Lipford said, is that WVAW can provide safer, more reliable water service to those who depend on it.

Boone-Raleigh experiences an unaccounted water loss rate of 69 percent, according to its [2017 annual report](#) filed to the PSC. That's the [fourth-highest rate](#) of any water system in the state.

Appendix A-5.2 (ScottMadden)

1/6/2020

American Water finalizes takeover of Boone-Raleigh PSD water service | Business | wvgazettemail.com

The Environmental Protection Agency classifies Boone-Raleigh as being in “significant noncompliance” for drinking water standards. The PSD has been cited for violations in [11 of the last 12 quarters on record](#) with the EPA.

Now that the acquisition is complete, WVAW is the sole water provider in Boone County, according to testimony given by WVAW representatives to the PSC.

For the past few years, WVAW has been stepping in regularly to offer emergency help to Boone-Raleigh when lines break or water stops flowing, and now, that service will be permanent.

“Once the takeover is finished, the customers will have better water quality and it will be more consistent,” Lipford said earlier this year. “This is a good thing for everyone involved. It really is.”

Caity Coyne is a corps member with Report for America, an initiative of The GroundTruth Project.

Reach Caity Coyne at

caity.coyne@wvgazettemail.com, 304-348-7939 or follow

@CaityCoyne on Twitter.

Caity Coyne

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1/6/2020

WV American Water to acquire Glasgow water system | Business | wvgazette.com

https://www.wvgazette.com/business/wv-american-water-to-acquire-glasgow-water-system/article_88521a6b-18f5-56ec-9fc0-af036d40c66f.html

WV American Water to acquire Glasgow water system

By Caity Coyne Staff writer
Sep 6, 2019

A deal approved Friday between West Virginia American Water Company and the Town of Glasgow means that more than 300 customers who rely on the town's municipal water service will soon be transferred to the state's largest water provider.

[According to a purchasing agreement](#) filed with the West Virginia Public Service Commission on Friday, the Glasgow water system is deteriorating after years without maintenance, and the town can't financially support it anymore.

"[Glasgow] simply cannot invest quickly enough or efficiently enough to fix the water system, and we are at risk of being unable to continue providing adequate water service," said Glasgow Mayor Donald Fannin, in testimony given to the PSC. "I am concerned that if the Town continues to operate the system the service to our citizens will continue to suffer and degrade."

With the acquisition, only three public water districts remain in Kanawha County, according to the PSC: St. Albans, Cedar Grove and East Bank.

WVAW will pay the town \$200,000 to buy its water distribution facilities, including its lines and pump stations. Glasgow does not operate a water treatment plant, and instead buys its water from nearby Cedar Grove through an agreement that expired years ago. Cedar Grove, according to inspection records, has 11 violations on the books for drinking water standards over the past three years.

The \$200,000 paid to Glasgow will be used to make any immediate repayments on loans or grants for the water system. If that's not enough, WVAW will take on the remaining debt, according to the purchasing agreement.

Glasgow Town Council passed an ordinance in April approving WVAW's takeover of the system. Rates for the 309 customers who receive water from the town will increase in phases, going up a small percentage at the end of each year until 2023, when they will pay the rates set for the rest of WVAW's Kanawha Valley customers.

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1/6/2020

WV American Water to acquire Glasgow water system | Business | wvgazette.com

Currently, Glasgow customers pay \$33.77 per 3,400 gallons of water used, [according to the PSC](#). Those rates were set last May, when customers on the system experienced a 32 percent rate increase, [according to a tariff filing with the PSC](#). WVAW customers in Kanawha County currently pay \$57.94 per 3,400 gallons used. There is no way to tell what WVAW rates could look like in 2023.

Fannin, speaking to the PSC, said there have been several instances that reinforced the importance of giving the system up to WVAW, which he said has more financial stability and resources to improve the dilapidated system.

The most recent example was in February, when Fannin said customers experienced numerous water outages and 90 residents at Beverly Healthcare Center, a nursing home in the town, were left without water.

While the system is stable at the moment, town officials worry that another system failure is “possible or even likely in the near future,” according to the purchase agreement.

When problems have occurred in the past, WVAW stepped in to assist the town with leak detection and rehabilitate immediate issues, Fannin said in his testimony. He said he’s confident that residents will receive higher quality, more reliable service under the system’s helm.

[Per its annual report](#), Glasgow Municipal Water Department experiences an unaccounted water loss rate of 66 percent, meaning 66 percent of the water it pumps never makes it to a faucet. That is the [fifth highest rate of unaccounted water loss](#) among public water systems in the state.

With its takeover, WVAW will begin looking at upgrading the systems infrastructure and replacing parts of the distribution system that lead to unreliable, potentially unsafe water, [according to a Friday news release](#).

Fannin said that while town officials are aware of the issues facing the water system, they don’t have the money to do anything about it. Since Glasgow lost a coal-fired power plant operated by Appalachian Electric Power in 2015, the town has receives less business and occupation taxes that could help upkeep town facilities.

This year, Glasgow laid off a majority of its public works department, leaving just one employee, and officials are “scrutinizing every single town expense,” according to Fannin. Hard decisions like this, he said, are ones that officials must make to keep Glasgow from ceasing to exist as a municipality.

“The entire Town government has forgone wages to keep this town afloat. This is one sign of our commitment to doing our best to provide the needed services to our residents,” Fannin told the PSC. “By selling this water system to WVAW, we are able to obtain a fair value that will allow the government to focus on other needs of the Town while assuring our residents have excellent water service.”

Appendix A-5.2 (ScottMadden)

1/6/2020

WV American Water to acquire Glasgow water system | Business | wvgazette.com

Caity Coyne is a corps member with Report for America, an initiative of The GroundTruth Project. Reach Caity Coyne at caity.coyne@wvgazette.com, 304-348-7939 or follow [@CaityCoyne](https://twitter.com/CaityCoyne) on Twitter.

Caity Coyne

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9/29/2020

Aqua to acquire DELCORA for \$276.5 million - Philadelphia Business Journal

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ENERGY

Aqua America to acquire DELCORA for \$276.5M, despite American Water's last-minute interest



Appendix A-5.2 (ScottMadden)

9/29/2020

Aqua to acquire DELCORA for \$276.5 million - Philadelphia Business Journal

Chris Franklin, CEO of Aqua America.



COMPANIES

PHILADELPHIA BUSINESS JOURNAL

Shelle Caffrey
Philadelphia Business Journal
Sep 17, 2019, 5:17pm EDT

Updated Sep 19, 2019, 9:08am EDT

American Water Works Co.

Camden, NJ

Utilities

Revenue Employees

A face-off between the country's two largest publicly traded water utilities in Philadelphia's suburbs is over, as Aqua America Inc. said it has agreed to buy the Delaware County Regional Water Authority for \$276.5 million.

Delaware County Regional ...

At 136 DELCORA employees will transition to working for Aqua as part of the deal, the company said, and it will honor all union contracts. The purchase of the wastewater

Essential Utilities Inc.

Bryn Mawr, PA

Utilities

\$889.7M 1,583

Revenue Employees

in the state represents Aqua's largest municipal transaction and the largest water utility sale in the state. "Our long track record of delivering reliable water and wastewater services, and investing in infrastructure across the United States, has positioned Aqua well for this opportunity," Aqua CEO Chris Franklin said in a statement.

See full profile >

The news doesn't come as a major surprise, since Aqua (NYSE: WTR) and DELCORA entered in an exclusive negotiation period in July and have been holding public hearings about the deal in the intervening months.

It does, however, deal a blow to Camden-based American Water (NYSE: AWK), which surprised investors, analysts and local officials by making a rare public proposition to DELCORA last month.

In a letter to the editor published by the Delaware County Times on Aug.12, American Water CEO Susan Story laid out a laundry list of reasons her company was better-suited to run the wastewater utility and said it "looked forward to participating" in a request-

Appendix A-5.2 (ScottMadden)

9/29/2020

Aqua to acquire DELCORA for \$276.5 million - Philadelphia Business Journal

for-proposals process once Aqua and DELCORA's exclusivity period ended. It offered between \$100 million and \$400 million for the utility, depending on how the sale would be structured.

“It is a bold move, but it's also very understandable” said Richard Verdi, the managing director of water equity research at Coker Palmer Institutional.

An asset like DELCORA is a rare opportunity for utilities like American Water and Aqua, he said. Most of their water acquisitions are of smaller municipal systems, but the wastewater utility represents a large, regional base of 165,000 retail customer equivalents – including significant industrial users – and it is in need of major upgrades, which Verdi said could mean a return on investment for shareholders. DELCORA serves 42 municipalities in Delaware and Chester counties, including in Chester city and township and Marcus Hook.

DELCORA Executive Director Robert Willert said the utility decided to enter into exclusive talks with Aqua once estimates of upgrades, mandated by the federal Environmental Protection Agency, reached more than \$1 billion over the next two decades. They turned to Aqua first given its extensive presence in the area, he said, as Aqua already supplies water service to the majority of DELCORA's customers in Delaware County. Aqua was founded in Delaware County in 1886 as the Springfield Water Co. and grew into what it is today by acquiring water and wastewater systems in Delaware and Chester counties. It now services more than 1 million water and wastewater customers in eight states, and is in the midst of acquiring Peoples, the Pittsburgh-based group of gas companies.

American Water, in contrast, has more than three times as many customers as Aqua in twice as many states. In her letter, Story argued that scale gives it superior purchasing power for equipment like pipes, which increases profits, as well as a significantly higher credit facility. American also has more experience serving large populations and transitioning a high number of union workers into the company, she wrote.



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Aqua to acquire DELCORA for \$276.5 million - Philadelphia Business Journal



American Water CEO Susan Story

JEFF FUSCO

DELCORA knew of American Water when it decided to explore a sale, but Willert said they saw the company as mostly focused on New Jersey and other areas of Pennsylvania. (American Water recently acquired water systems in Scranton and McKeesport, a town about 15 miles southeast of Pittsburgh.) Customers' familiarity with Aqua was also a key driving point, he said.

"What really made sense was to work with somebody who's here, they have a lot of the same customers and they're a great neighbor and great utility," he said.

In what Willert described as an unprecedented move, DELCORA also decided to use proceeds from the sale to offset rate increases for the next 10 years. Municipally owned utilities usually use the cash to build up government coffers, fund projects or pay down debt, leaving ratepayers to cover the acquisition costs via rate increases.

DELCORA wanted to avoid a bidding war between Aqua and American since the more the buyer pays, he said, the more it will have to raise rates to cover acquisition costs.

Exclusive negotiation periods are increasingly common in the water utility space, Verdi said, but making a public overture like American Water did is not. Franklin, CEO of Aqua America, told the Philadelphia Business Journal last week both he and investors were surprised by it as well.

"That's never been done before," he said.

American Water's attempt to cut into DELCORA and Aqua's dance is about much more than just DELCORA, Verdi said. It was likely a signal – to both its shareholders and water utilities in the region considering selling their assets – that American Water is ready to aggressively pursue acquisitions in the Philadelphia suburbs.

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"There's a reason why their stock has gone from \$40 to \$120 under [Story's] tenure. She's a very good CEO," he said. "She wants to be aggressive, and let them know, 'Hey listen, we're not sitting back. We're out there, in the field.'"

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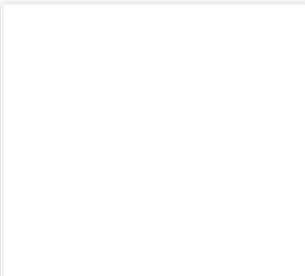
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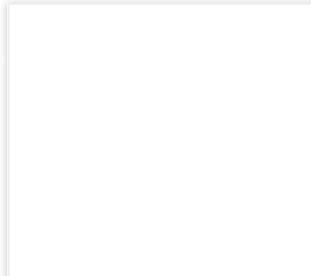
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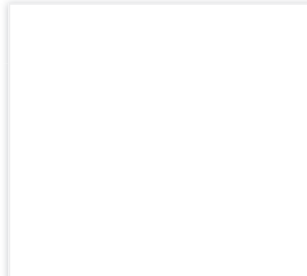
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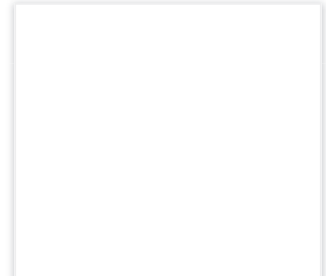
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Illinois American Water Acquires Village of Glasford Water and Wastewater Systems

September 19, 2019 04:26 PM Eastern Daylight Time

GLASFORD, Ill.--(BUSINESS WIRE)--Illinois American Water President Bruce Hauk today announced the Company's acquisition of the Village of Glasford water and wastewater systems. The purchase adds approximately 492 water customers and 482 wastewater customers to the Central Illinois service area.

The Village of Glasford voted in favor of the sale in August 2018. The Illinois Commerce Commission (ICC) approved the sale for \$1.9 million on Sept. 18, 2019. The sale was completed today.

"We have a long history – 130 years – of providing quality water service in Central Illinois. We look forward to serving our new customers in Glasford," said Hauk.

Glasford Mayor Jack Rudd, Jr. said the sale of the water and wastewater systems to Illinois American Water is, "in the Village's best interest." He went on to say, "Residents will not only have better quality water and sanitary service, but needed critical investments will also be made under Illinois American Water ownership. The partnership also provides significant net proceeds to help fund other village needs and priorities. We welcome Illinois American Water to our community."

Illinois American Water is committed to upgrading the Glasford water and wastewater systems, including construction of a transmission water main from Timber-Logan Rural Water District to the Village of Glasford. This work will provide customers with water treated and produced by Illinois American Water's water quality experts. A re-chloramination station will also be installed to ensure adequate disinfection for high-quality water service which meets EPA requirements. Security improvements, water main installations and upgrades to the sanitary sewer system will also be completed.

Roger Goodson, sr. manager for Illinois American Water's Eastern and Western Divisions, said, "We are excited to become a member of this vibrant community, not only as the water and wastewater service provider, but as a good neighbor."

New customers will receive an Illinois American Water welcome packet in the mail. This packet includes information about online account management, billing and more. The Village of Glasford will be incorporated into the company's Peoria District which serves Peoria, West Peoria, Farmington, Bartonville, Bellevue, Rome, Mapleton and parts of surrounding areas including Washington and East Peoria. Dunlap, Hanna City and the Timber-Logan Rural Water District are sale for resale (wholesale) customers.

The appraisal process used for the Glasford water and wastewater systems was conducted under the supervision of the ICC and established as part of the Illinois Water Systems Viability Act. According to Hauk, this law gives communities an alternative to value their water and/or wastewater system when considering being acquired by an investor-owned water

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utility.

Hauk said, "Previous law only allowed the investor-owned water or sewer utility to pay the original cost minus depreciation to acquire a system, public or private. Because of this, systems were deprived of receiving adequate value for their system."

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To learn more about Illinois American Water and hear testimonials from communities the company has partnered with, please visit the Doing Business with Us page under About Us at www.illinoisamwater.com

About Illinois American Water - Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable ~~water~~ **water** and/or wastewater services to approximately 1.3 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Belleville.

With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to more than 14 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Contacts

Karen Cotton

External Affairs Manager

309.566.4126

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Illinois American Water Acquires Village of Godfrey Wastewater System; Adds 6,200 Wastewater Customers to Southern Illinois Service...

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Illinois American Water Acquires Village of Godfrey Wastewater System; Adds 6,200 Wastewater Customers to Southern Illinois Service Area

Dateline City:

GODFREY, ILL.

GODFREY, ILL.--(**BUSINESS WIRE** (<http://www.businesswire.com>))--Illinois American Water President Bruce Hauk today announced the Company's acquisition of the Village of Godfrey wastewater system. The purchase adds approximately 6,200 wastewater customers to the Southern Illinois service area. The system serves customers in Godfrey and nearby communities of Brighton and Fosterburg.

The Village of Godfrey voted in favor of the sale in October 2018. The Illinois Commerce Commission (ICC) approved the sale for \$13.55 million on Oct. 2, 2019. The sale was completed today.

"We are excited to expand our services in the River Bend area where we've provided quality, reliable water service for over 140 years. Our team of wastewater experts are ready to serve our new customers and they are looking forward to making critical improvements to ensure reliable service for public health," said Hauk.

Village of Godfrey Mayor Mike McCormick said the sale of the wastewater system to Illinois American Water will "serve residents well today and in the future." He went on to say, "Illinois American Water will not only make the EPA mandated improvements to bring the system up to compliance, but their team of experts will ensure reliable service for years to come. This partnership also provides significant net proceeds to help fund other village needs and priorities. We welcome this expanded partnership with Illinois American Water in our community."

In addition to completing requirements under the Amended Consent Order, Illinois American Water expects to invest on average about \$2 million per year for routine capital improvements for the first 10 years of ownership.

Karen Cooper, senior manager for Illinois American Water's Southern Division, said, "Many communities are looking for new and innovative ways to deal with challenges they're facing while controlling expenses. There's nothing more important to our team than ensuring our customers receive the best service possible at a good value. This partnership is a great solution for residents."

New customers will receive an Illinois American Water welcome packet in the mail. This packet includes information about online account management, billing and more.

The appraisal process used for the Godfrey wastewater system was conducted under the supervision of the ICC and established as part of the Illinois Water Systems Viability Act. According to Hauk, this law gives communities an alternative to value their water and/or wastewater system when considering being acquired by an investor-owned water utility. To learn more about Illinois American Water and hear testimonials from communities the company has partnered with, please visit the Doing Business with Us page under About Us at www.illinoisamwater.com (<https://amwater.com/ilaw/>).

About Illinois American Water - Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.3 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Belleville. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to more than 14 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com (<https://amwater.com/>) and follow American Water on [Twitter](https://twitter.com/amwater) (<https://twitter.com/amwater>), [Facebook](https://www.facebook.com/weareamericanwater/) (<https://www.facebook.com/weareamericanwater/>) and [LinkedIn](https://www.linkedin.com/company/american-water/) (<https://www.linkedin.com/company/american-water/>).

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Contact:

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Pennsylvania American Water Expands Footprint with Acquisition of Steelton Borough Authority Water System

October 09, 2019 04:30 PM Eastern Daylight Time

MECHANICSBURG, Pa.--(BUSINESS WIRE)--Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), announced today that it has acquired the water assets of the Steelton Borough Authority in Dauphin County. The purchase price for the system, which serves nearly 2,400 customers, was \$21.75 million.

"We welcome our new Steelton customers and look forward to working with the community on long-term water infrastructure solutions for this area," said Pennsylvania American Water President Mike Doran. "The purchase not only provides financial benefits and rate stability for Steelton, but it also aligns perfectly with our existing water service territory here in the midstate."

The sale of the water system is expected to allow the borough to eliminate its existing water debt, build up budget reserves, and invest in capital projects. Effective today, all seven of Steelton's employees, represented by AFSCME District Council 90, are now employees of Pennsylvania American Water.

"We are proud of the hard work and rich history of the Steelton Water System and, today, leave it in more than capable hands," said Allan Ausman, chair of the Steelton Water Authority. "Pennsylvania American Water's investment in our system brings Steelton into the 21st century and ensures customers will have reliable, high-quality water service into the future."

As approved by the Pennsylvania Public Utility Commission (PUC), the company has adopted Steelton's existing water rates, which will now be billed monthly. The company's rates and rules of service are regulated by the PUC and are posted on the company's [website](#).

This sale was executed under Pennsylvania's Act 12 statute, which allows municipalities to sell water and wastewater systems for a price based on the fair market value of the facilities. Prior to the passage of Act 12, the valuation process was based on assessing the system's original cost at the time of construction – which may be 50 years old or more – less depreciation and contributed property. "Act 12 allows municipalities the opportunity to receive a purchase price that is more in line with the current value of its system assets," said Doran.

Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 2.4 million people. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to more than 14 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

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This release contains forward looking statements, including, among others, our plan to continue our long-term strategy of capital investment in our systems. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions, unfavorable weather conditions, changes in regulations or regulatory treatment and availability and the cost of capital. We undertake no obligation to publicly update or revise any forward-looking statement.

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Contacts

Maggie Sheely

Pennsylvania American Water

717-550-1616

M: 717-317-3762

Maggie.Sheely@amwater.com

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WASHINGTON COUNTY CUSTOMERS: For your convenience, a water buffalo is available at the North Strabane fire station for customers in the Route 19 repair area. Please bring your own container to fill.

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Indiana American Water Acquires Lake Station Water System in Northwest Indiana

October 22, 2019 05:19 PM Eastern Daylight Time

GREENWOOD, Ind.--(BUSINESS WIRE)--Indiana American Water President Matt Prine today announced the company's acquisition of the City of Lake Station's water system in northwest Indiana. The purchase of the system adds more than 3,270 water customers, representing a population of more than 8,800 residents, to the company's customer base.

"Indiana American Water already provides water service to much of northwest Indiana, so this is a good fit for us," said Prine. "The acquisition provides access to operations and customer service professionals for Lake Station residents and broadens the footprint of Indiana American, allowing existing customers to benefit from efficiencies in delivering service and the ability to attract capital for investment in the system."

"Communities are looking for new and innovative ways to deal with challenges they're facing and hold the bottom-line on expenses," Prine continued. "This acquisition is a great solution for the City and its customers."

Lake Station Mayor Christopher Anderson also expressed his support of the acquisition.

"The acquisition of our water system by Indiana American Water has several benefits to our community, including additional local and property tax revenues, the expertise and resources to address system and aging infrastructure issues, and significant proceeds from the sale to help us address financial challenges and other pressing community needs," said Anderson. "This sale will position our community for continued growth and prosperity well into the future."

The acquisition of the Lake Station water system for approximately \$20.68 million was approved by the Indiana Utility Regulatory Commission in August 2018 and closed by Indiana American Water and the City of Lake Station on Tuesday, October 22, 2019. The closing was delayed by appeals which have now been resolved. The Lake Station system will be incorporated into the company's Northwest Indiana Operations, which currently serves more than 250,000 residents.

About Indiana American Water

Indiana American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to more than 1.3 million people. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to more than 14 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Contacts

Joe Loughmiller

Office 317-885-2434

Cell 317-903-7431

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Pennsylvania American Water Expands Footprint with Acquisition of Township of Exeter Wastewater System in Berks County

Transaction secures long-term wastewater solution for Exeter Township

October 24, 2019 04:30 PM Eastern Daylight Time

MECHANICSBURG, Pa.--(BUSINESS WIRE)--Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), announced today that it has acquired the wastewater assets from the Township of Exeter in Berks County. The purchase price for the system, which serves more than 9,000 customers, is \$93.5 million and marks Pennsylvania American Water's fifth acquisition in 2019.

"We welcome this opportunity to provide our new customers the same high level of quality wastewater service that our current Exeter Township water customers have come to expect from our company," said Pennsylvania American Water President Mike Doran. "We will now commit our resources to the wastewater system improving environmental compliance and dependability."

"The sale of the wastewater treatment plant and collection system to Pennsylvania American Water is a great benefit to current and future residents of Exeter," said John Granger, township manager. "The plant and system were becoming an increasing burden on the township as federal and state regulations were becoming too difficult for the township to manage."

"The sale presents a unique opportunity to secure the finances of the township for residents who presently live here, while also planning for those who come later," Granger continued. "We intend to use proceeds from the sale to eliminate all wastewater debt, make deposits into pension funds, and implement new tax exemptions – providing tax savings for all eligible residents."

As approved by the Pennsylvania Public Utility Commission (PUC), Pennsylvania American Water has adopted Exeter's existing sewer rates, which will now be billed monthly. The company's rates and rules of service are regulated by the PUC and are posted on the company's [website](#).

Over the next three years, Pennsylvania American Water plans to invest \$3 million in water and wastewater infrastructure improvements within Exeter Township.

This sale was executed under Pennsylvania's Act 12 statute, which allows municipalities to sell water and wastewater systems for a price based on the fair market value of the facilities. Prior to the passage of Act 12, the valuation process was based on assessing the system's original cost at the time of construction – which may be 50 years old or more – less depreciation and contributed property.

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"Act 12 allows municipalities the opportunity to receive a purchase price that is more in line with the current value of its system assets," explained Doran.

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This release contains forward looking statements, including, among others, our plan to continue our long-term strategy of capital investment in our systems. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions, unfavorable weather conditions, changes in regulations or regulatory treatment and availability and the cost of capital. We undertake no obligation to publicly update or revise any forward-looking statement.

Contacts

Maggie Sheely

Pennsylvania American Water

717-550-1616

M: 717-317-3762

Maggie.sheely@amwater.com

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Aqua Completes purchase of Cheltenham Township Wastewater System - News Story

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Aqua Completes purchase of Cheltenham Township Wastewater System

Posted on Thursday December 19, 2019

Sewer sale is complete. All sewer calls should go to Aqua PA local office (610) 792-2112 from 8:30 A.M. to 4:30 P.M. and the call (877) 987-2782 (for off hours and emergencies).

**Aqua America's Pennsylvania subsidiary completes purchase of Cheltenham Township wastewater system
Acquisition is Aqua's fourth in 4Q; eighth for 2019**

BRYN MAWR, Pa. – Aqua America (NYSE:WTR) announced today that its Pennsylvania subsidiary has completed the purchase of the Cheltenham Township wastewater system, which serves approximately 10,200 connections in Montgomery County, for \$50.25 million.

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12/30/2019

Aqua Completes purchase of Cheltenham Township Wastewater System - News Story

“This is an exciting time in the water industry, and we are pleased to offer a compelling set of solutions for municipal leaders who are considering the sale of their utilities. We have forged a strong partnership with leaders Cheltenham to bring significant investment to improve sewer pipes and provide high quality service to residents the township,” said Aqua America Chairman and CEO Christopher Franklin.

“We are proud that the Board of Commissioners of Cheltenham Township, where we’ve provided drinking water for decades, chose to have us provide their wastewater service as well and entrusted us to be stewards of those assets,” said Aqua Pennsylvania President Marc Lucca.

“Cheltenham Township is pleased to close on the sale of the sewer system to Aqua because it’s truly a win-win for all parties. The multi-year collection system re-lining and replacement work needed for the *90-year-old sewer system* would have cost \$10 million per neighborhood at a total cost of \$50 million, which the township couldn’t cover without assuming loans and significant tax increases,” said Cheltenham Township Manager Bryan Havir. “This sale allows Aqua and the Pennsylvania Department of Environmental Protection to address needed collection system and lateral repairs without the township having to saddle residents with increased taxes and costly repairs

The Cheltenham wastewater acquisition is the third municipal transaction completed by Aqua Pennsylvania using the Commonwealth’s fair market value legislation, Act 12, since the law was enacted in 2016. Collectively, those transactions have yielded an additional 16,901 wastewater customers.

Earlier this month, Aqua Pennsylvania completed the purchase of three municipal water systems previously served by the Phoenixville Borough water system, totaling 535 customer connections in Chester and Montgomery counties, for \$3.5 million. This was not a fair market value transaction.

Currently, Aqua Pennsylvania has two transactions under review by the Pennsylvania Public Utility Commission and recently announced an asset purchase agreement with DELCORA, which if approved would be the largest municipal transaction for Aqua America and the largest water/wastewater municipal transaction in Pennsylvania’s history, yielding Aqua Pennsylvania the equivalent of 165,000 wastewater customers.

“Representatives from the Aqua team and Cheltenham Township have worked cooperatively for several months in anticipation of this acquisition. We are now ready to initiate the necessary improvements required by infiltration and inflow issues, that resulted in the township receiving a DEP consent order,” said Lucca. “I believe our longstanding relationship with the township, its residents as well as the regulatory community will make for a smooth transition.”

In total, Aqua has plans to spend more than \$50 million over the next 10 years to improve Cheltenham’s wastewater system.

Aqua’s Illinois subsidiary acquired the Skyline water and wastewater systems in November from the Fox River Water Reclamation District, located in South Elgin, IL for \$3.5 million. Each system serves 376 customer connections in the Skyline and Valley View communities of Saint Charles Township, Illinois. Earlier this month, Aqua Illinois acquired the Village of Grant Park’s wastewater system, which serves more than 1,200 people through approximately 540 connections for \$2.3 million. The Public Utilities Commission of Ohio yesterday approved Aqua Ohio’s agreement with the City of Campbell to purchase the city’s water treatment plant and distribution system, which serves 3,200 customer connections.

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12/30/2019

Aqua Completes purchase of Cheltenham Township Wastewater System - News Story

In total, Aqua America subsidiaries completed eight acquisitions in 2019, adding a total of 1,495 new water customer connections and 11,130 new wastewater customer connections.

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia. Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR. Visit AquaAmerica.com for more information.

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Pennsylvania American Water Signs Agreement to Acquire Borough of Kane Authority's Wastewater System

November 14, 2019 04:45 PM Eastern Standard Time

KANE, Pa.--(BUSINESS WIRE)--Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), announced that it has signed an agreement to acquire the wastewater assets of the Borough of Kane Authority in McKean County for approximately \$17.5 million. The Authority's wastewater system serves nearly 2,100 customers in Kane Borough and Wetmore Township.

"We have been providing reliable water service to this area for more than 100 years and are deeply rooted in these communities," said Pennsylvania American Water President Mike Doran. "The proceeds of the sale will support local infrastructure improvements and economic development activities that will be vital to supporting a high quality of living for residents."

Pennsylvania American Water and the Authority will seek approval of the acquisition from the Pennsylvania Public Utility Commission (PUC) and other necessary approvals from the Pennsylvania Department of Environmental Protection.

"We look forward to bringing our operational and engineering expertise, as well as our commitment to make necessary capital investments, to improve the wastewater system and ensure its compliance with environmental regulations," Doran added. "We also plan to welcome Kane's four wastewater treatment plant operators to the Pennsylvania American Water family."

The signing of the purchase agreement is the culmination of several years of negotiations between Pennsylvania American Water, the Authority, Kane Borough, and Wetmore Township officials. The company expects to close the transaction in the later part of 2020, pending regulatory approvals.

The pending transaction will be executed under Pennsylvania's Act 12 statute, which allows municipalities to sell water and wastewater systems for a price based on the fair market value of the facilities. Prior to the passage of Act 12, the valuation process was based on assessing the system's original cost at the time of construction – which may be 50 years old or more – less depreciation and contributed property.

"The law enacted in 2016 now provides municipalities the opportunity to receive a purchase price that is more reflective of the current value of the system assets," Doran explained.

Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 2.4 million people. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and

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market-based drinking water, wastewater and other related services to an estimated 14 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

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Gary Lobaugh External Affairs Manager

724-873-3674

gary.lobaugh@amwater.com

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Tweets by @paamwater



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#Saveyourdrains



Dec 27, 2019



Pennsylvania American Water

@paamwater

Every employee at Pennsylvania American Water touches our customers in one way or another. We are featuring a new employee from around the Commonwealth every week to highlight their roles in delivering customer service excellence.



Liberty Utilities Co. Expands Water Utility Presence with an Agreement to Acquire American Water's Regulated Operations in New York

NEWS PROVIDED BY

Algonquin Power & Utilities Corp. →

Nov 20, 2019, 16:05 ET

Transaction represents execution on Liberty Utilities' strategy to expand its regulated utility business in high-quality jurisdictions

This news release constitutes a "designated news release" for the purposes of Algonquin Power & Utilities Corp.'s prospectus supplement dated February 28, 2019 to its short form base shelf prospectus dated September 18, 2018.

Highlights:

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- **Liberty Utilities Co., the regulated utility operating subsidiary of Algonquin Power & Utilities Corp., has entered into a stock purchase agreement to acquire American Water's regulated operations in the State of New York ("New York American Water").**
- **New York American Water is a regulated water and wastewater utility serving over 125,000 customer connections across seven counties in southeastern New York.**
- **New York American Water's customer rates are not expected to be affected by the acquisition.**
- **Existing local management and operations teams will be maintained and empowered to continue to deliver the safe and reliable water utility services that customers expect, with a commitment by Liberty Utilities to maintain at least existing employment terms for two years following the closing.**
- **Closing of the transaction remains subject to regulatory approval and other typical closing conditions.**

OAKVILLE, ON, Nov. 20, 2019 /PRNewswire/ - Algonquin Power & Utilities Corp. (TSX/NYSE:AQN) ("Algonquin") today announced that Liberty Utilities Co. ("Liberty Utilities"), Algonquin's regulated utility operating subsidiary, has entered into a stock purchase agreement with American Water Works Company, Inc. (NYSE: AWK) ("American Water"), to purchase American Water's regulated operations in the State of New York ("New York American Water") for a purchase price of US\$608 million, subject to customary adjustments.

Headquartered in Merrick, NY, New York American Water is a regulated water and wastewater utility serving over 125,000 customer connections across seven counties in southeastern New York. Operations include approximately 1,270 miles of water mains and distribution lines with 98% of customers in Nassau County on Long Island.

"We are thrilled to expand our customer base in the great state of New York," said Ian Robertson, Chief Executive Officer of Algonquin. "New York State has demonstrated a commitment to ensuring regulated utilities put their customers first. We believe the state's vision aligns with our customer-driven focus. We have experience in multiple states as a water utility operator and are known for our commitment to excellence. We are committed to partnering with our regulator and other state officials to support the affordability of water services, including reducing the burden of local taxes on New York American Water's customers, which can account for more than half of their monthly bills. We are also excited to welcome New York American Water's employees to our Liberty Utilities team."

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Continuing Commitment to Our Communities, Customers and Employees

Liberty Utilities will work closely with American Water, New York American Water, and the New York Public Service Commission to ensure a smooth transition. Under Liberty Utilities' local and responsive operating model, existing local management and operations teams will be maintained and empowered to continue to deliver the safe and reliable service that customers expect, with a commitment by Liberty Utilities to maintain at least existing employment terms for two years following the closing. Customers should not expect any impact on rates as a result of the acquisition. Liberty Utilities is committed to continuing to invest in the water system to improve water quality, customer education on conservation and community outreach.

"This was a very difficult decision for American Water, as we have had the privilege of serving customers and communities in New York for more than 130 years," said Susan Story, president and CEO of American Water. "After careful and comprehensive analysis, we believe it is in the best interest of our customers in New York to sell to Liberty Utilities, which already has utility operations in the state of New York and will have a larger presence once the transaction closes. We are committed to working together to ensure that the transition is unnoticeable to our customers and that safe and reliable water service continues throughout the transition and beyond."

Investment Grade Financing Plan and Transaction Details

The financing for the transaction will be consistent with Algonquin's current investment grade credit profile. Closing of the transaction is subject to the satisfaction or waiver of various customary conditions including regulatory approval by the New York Public Service Commission and review and clearance under U.S. antitrust laws.

For more transaction details, see the fact sheet located at <http://investors.algonquinpower.com/MNA> and filed with securities regulatory authorities at www.sedar.com and www.sec.gov. The fact sheet is incorporated by reference herein.

Algonquin's management team will provide further insights on the transaction at its upcoming Analyst & Investor Days in Toronto on December 3, 2019 and New York on December 6, 2019.

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Advisors

CIBC Capital Markets acted as Financial Advisor to Liberty/Algonquin and Husch Blackwell LLP served as transaction legal counsel to Liberty/Algonquin.

About Algonquin Power & Utilities Corp.

Algonquin is a diversified international generation, transmission and distribution utility with approximately U.S. \$11 billion of total assets. Through its two business groups, Algonquin is committed to providing safe, reliable and cost effective rate-regulated natural gas, water, and electricity generation, transmission and distribution utility services to over 800,000 connections in the United States and Canada, and is a global leader in renewable energy through its portfolio of long-term contracted wind, solar and hydroelectric generating facilities representing over 2,500 megawatts of net installed capacity and more than 1,400 megawatts of additional renewable energy capacity under construction. Algonquin delivers continuing growth through an expanding global pipeline of renewable energy, electric transmission, and water infrastructure development projects, organic growth within its rate-regulated generation, distribution and transmission businesses, and the pursuit of accretive acquisitions. Algonquin's common shares, Series A preferred shares, and Series D preferred shares are listed on the Toronto Stock Exchange under the symbols AQN, AQN.PR.A, and AQN.PR.D. Algonquin's common shares, Series 2018-A subordinated notes and Series 2019-A subordinated notes are listed on the New York Stock Exchange under the symbols AQN, AQNA and AQNB.

Visit Algonquin at www.algonquinpowerandutilities.com and follow us on Twitter @AQN_Uilities.

Caution Regarding Forward-Looking Information

Certain statements included in this news release constitute "forward-looking information" within the meaning of applicable securities laws in each of the provinces of Canada and the respective policies, regulations and rules under such laws and "forward-looking statements" within the meaning of the U.S. Private Securities Litigation Reform Act of 1995 (collectively, "forward-looking statements"). The words "will", "expects", "intends", "should" and similar expressions are often intended to identify forward-looking statements, although

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not all forward-looking statements contain these identifying words. Specific forward-looking statements contained in this news release include, but are not limited to: statements regarding expected financing plans and impact on credit metrics, expectations regarding current New York American Water customers, rates and employees, Liberty Utilities' future investments and community engagement, the completion and benefits of the proposed transaction, and New York American Water's continuing operations. These statements are based on factors or assumptions that were applied in drawing a conclusion or making a forecast or projection, including assumptions based on historical trends, current conditions and expected future developments. Since forward-looking statements relate to future events and conditions, by their nature they rely upon assumptions and involve inherent risks and uncertainties. Algonquin cautions that although it is believed that the assumptions are reasonable in the circumstances, actual results may differ materially from the expectations set out in the forward-looking statements. Material risk factors include those set out in Algonquin's most recent annual and interim Management's Discussion and Analysis and most recent Annual Information Form, filed with securities regulatory authorities in Canada and the United States. Given these risks, undue reliance should not be placed on these forward-looking statements, which apply only as of their dates. Other than as specifically required by law, Algonquin undertakes no obligation to update any forward-looking statements to reflect new information, subsequent or otherwise.

SOURCE Algonquin Power & Utilities Corp.

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12/30/2019

Aqua Completes purchase of Cheltenham Township Wastewater System - News Story

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Aqua Completes purchase of Cheltenham Township Wastewater System

Posted on Thursday December 19, 2019

Sewer sale is complete. All sewer calls should go to Aqua PA local office (610) 792-2112 from 8:30 A.M. to 4:30 P.M. and the call (877) 987-2782 (for off hours and emergencies).

**Aqua America's Pennsylvania subsidiary completes purchase of Cheltenham Township wastewater system
Acquisition is Aqua's fourth in 4Q; eighth for 2019**

BRYN MAWR, Pa. – Aqua America (NYSE:WTR) announced today that its Pennsylvania subsidiary has completed the purchase of the Cheltenham Township wastewater system, which serves approximately 10,200 connections in Montgomery County, for \$50.25 million.

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12/30/2019

Aqua Completes purchase of Cheltenham Township Wastewater System - News Story

“This is an exciting time in the water industry, and we are pleased to offer a compelling set of solutions for municipal leaders who are considering the sale of their utilities. We have forged a strong partnership with leaders Cheltenham to bring significant investment to improve sewer pipes and provide high quality service to residents the township,” said Aqua America Chairman and CEO Christopher Franklin.

“We are proud that the Board of Commissioners of Cheltenham Township, where we’ve provided drinking water for decades, chose to have us provide their wastewater service as well and entrusted us to be stewards of those assets,” said Aqua Pennsylvania President Marc Lucca.

“Cheltenham Township is pleased to close on the sale of the sewer system to Aqua because it’s truly a win-win for all parties. The multi-year collection system re-lining and replacement work needed for the *90-year-old sewer system* would have cost \$10 million per neighborhood at a total cost of \$50 million, which the township couldn’t cover without assuming loans and significant tax increases,” said Cheltenham Township Manager Bryan Havir. “This sale allows Aqua and the Pennsylvania Department of Environmental Protection to address needed collection system and lateral repairs without the township having to saddle residents with increased taxes and costly repairs

The Cheltenham wastewater acquisition is the third municipal transaction completed by Aqua Pennsylvania using the Commonwealth’s fair market value legislation, Act 12, since the law was enacted in 2016. Collectively, those transactions have yielded an additional 16,901 wastewater customers.

Earlier this month, Aqua Pennsylvania completed the purchase of three municipal water systems previously served by the Phoenixville Borough water system, totaling 535 customer connections in Chester and Montgomery counties, for \$3.5 million. This was not a fair market value transaction.

Currently, Aqua Pennsylvania has two transactions under review by the Pennsylvania Public Utility Commission and recently announced an asset purchase agreement with DELCORA, which if approved would be the largest municipal transaction for Aqua America and the largest water/wastewater municipal transaction in Pennsylvania’s history, yielding Aqua Pennsylvania the equivalent of 165,000 wastewater customers.

“Representatives from the Aqua team and Cheltenham Township have worked cooperatively for several months in anticipation of this acquisition. We are now ready to initiate the necessary improvements required by infiltration and inflow issues, that resulted in the township receiving a DEP consent order,” said Lucca. “I believe our longstanding relationship with the township, its residents as well as the regulatory community will make for a smooth transition.”

In total, Aqua has plans to spend more than \$50 million over the next 10 years to improve Cheltenham’s wastewater system.

Aqua’s Illinois subsidiary acquired the Skyline water and wastewater systems in November from the Fox River Water Reclamation District, located in South Elgin, IL for \$3.5 million. Each system serves 376 customer connections in the Skyline and Valley View communities of Saint Charles Township, Illinois. Earlier this month, Aqua Illinois acquired the Village of Grant Park’s wastewater system, which serves more than 1,200 people through approximately 540 connections for \$2.3 million. The Public Utilities Commission of Ohio yesterday approved Aqua Ohio’s agreement with the City of Campbell to purchase the city’s water treatment plant and distribution system, which serves 3,200 customer connections.

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12/30/2019

Aqua Completes purchase of Cheltenham Township Wastewater System - News Story

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Phoenixville-area water systems sold for \$3.5M to Aqua Pennsylvania | Local News | pottsmmerc.com

https://www.pottsmmerc.com/news/local/phoenixville-area-water-systems-sold-for-m-to-aqua-pennsylvania/article_22b2f848-16dd-11ea-99d4-2beb7441921c.html

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Phoenixville-area water systems sold for \$3.5M to Aqua Pennsylvania

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Crews work to replace aging water pipes as part of Aqua Pennsylvania's \$323 million water and wastewater infrastructure upgrades in Pennsylvania.

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1/6/2020

Phoenixville-area water systems sold for \$3.5M to Aqua Pennsylvania | Local News | pottsmmerc.com

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BRYN MAWR — Aqua America announced Wednesday that its Pennsylvania subsidiary has completed the purchase of three municipal water systems previously served by the Phoenixville Borough water system, totaling 535 customer connections in Chester and Montgomery counties, for \$3.5 million.

The water systems serve customers in East Pikeland, Schuylkill and Upper Providence townships.

“We are excited to expand our services in an area where we serve water to an adjacent municipality, which is also home to our largest surface water plant,” said Aqua Pennsylvania President Marc Lucca.

The Phoenixville-area acquisition is expected to be followed by the acquisition of the Cheltenham Township wastewater system in Montgomery County, which has 10,200 customer connections, and was recently approved by the Pennsylvania Public Utility Commission.

“We have worked with Phoenixville Borough in the past and have a longstanding relationship with them that will make for a smooth transition and integration. We look forward to serving these new customers with the same outstanding service that all of our other customers enjoy,” said Lucca.

Aqua America is one of the largest U.S.-based, publicly traded water utilities and serves nearly 3 million people in Pennsylvania, Ohio, North Carolina, Illinois, Texas, New Jersey, Indiana and Virginia.

Aqua America is listed on the New York Stock Exchange under the ticker symbol WTR.

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Pennsylvania American Water Signs Agreement to Acquire Royersford Borough Wastewater System

December 18, 2019 04:30 PM Eastern Standard Time

MECHANICSBURG, Pa.--(BUSINESS WIRE)--Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), announced that it has signed an agreement to acquire the wastewater assets of Royersford Borough in Montgomery County. The value for the sale is approximately \$13.0 million for the Borough's wastewater system which serves nearly 1,600 customers.

"As Royersford Borough's water provider, we are glad to be able to add wastewater service for our current customers in this area," said Pennsylvania American Water President Mike Doran. "This transaction is a natural fit, because when we expand our wastewater customer base within our current water service footprint, we not only can achieve economies of scale and provide greater efficiencies for our customers, but also we are already established in the community as a trusted local service provider, a good corporate citizen and a reliable community partner."

Pennsylvania American Water will seek approval of the acquisition from the Pennsylvania Public Utility Commission (PUC) and other necessary approvals from the Pennsylvania Department of Environmental Protection.

Earlier this year, the Borough issued a request for proposals for the potential sale of the wastewater system. The signing of the purchase agreement between Pennsylvania American Water and the Borough is the culmination of the request for bid process. The company expects to close the transaction in late 2020 or early 2021, pending regulatory approvals.

Approval for the pending transaction will be sought under Pennsylvania's Act 12 statute, which allows municipalities in Pennsylvania to sell water and wastewater systems for a price based on the fair market value of the facilities. Prior to the passage of Act 12, the valuation process was based on assessing the system's original cost at the time of construction – which may be 50 years old or more – less depreciation and contributed property.

"This statute now provides municipalities the opportunity to receive a fair purchase price that is more reflective of the current value of their system's assets," Doran explained. "This allows municipalities to secure important resources for their community while relieving them of the financial burden of upgrading aging wastewater systems to meet more rigorous state and federal regulations. We understand from our negotiations with the Borough that the proceeds of the sale will support local economic priorities and fund the long-term needs of the Borough."

In 2019, Pennsylvania American Water acquired the wastewater and/or water assets of Exeter Township, Berks County; Steelton Borough Authority, Dauphin County; Sadsbury Township, Chester County and the Borough of Turbotville, Northumberland County, adding a total of 10,300 new wastewater customers and 2,700 water customers to the company's customer base. The company has also recently signed purchase agreements with Valley Township, Chester County (1,700 water customers and 9,100 wastewater customers) and the Borough of Kane Authority, McKean County (2,100 wastewater customers).

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Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 2.4 million people. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 14 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Contacts

Maggie Sheely

External Affairs Manager

717-550-1616

Maggie.sheely@amwater.com

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Pennsylvania-American Water Company, Inc. | Key Development Details

(MI KEY: 6932043; SPCIQ KEY: 781681)

Pennsylvania American Water Signs Agreements to Purchase Valley Township Water and Wastewater Systems

Pennsylvania American Water announced that it has signed agreements to purchase the water and wastewater system assets of Valley Township in Chester County for approximately \$21.275 million. The Township's water system serves nearly 1,700 customers and its wastewater system serves nearly 3,100 customers in Valley Township. Pennsylvania American Water already provides a majority of Township's water through a bulk municipal agreement and is the sole provider of wastewater treatment for the Township's wastewater system. Pennsylvania American Water will seek approval of the acquisition from the Pennsylvania Public Utility Commission (PUC) and other necessary approvals from the Pennsylvania Department of Environmental Protection. Pennsylvania American Water plans to make necessary investments in water and wastewater improvements to improve the reliability and compliance of the systems. The company expects to close the transaction in late 2020 or early 2021, pending regulatory approvals. The purchase agreement between Pennsylvania American and the Township was executed under Act 12, which allows municipalities to sell their water and wastewater systems for a price based on the fair market value of the facilities. Enacted in 2016, this statute gives municipalities the opportunity to receive a purchase price that is more reflective of the current value of their system assets.

| | |
|-------------------|---|
| Announcement Date | 12/18/2019 |
| Company Name | Pennsylvania-American Water Company, Inc. |
| Source | Business Wire |
| Development Type | Client Announcement |
| Advisors | NA |

Business Description

Pennsylvania-American Water Company, Inc.

Pennsylvania-American Water Company, Inc. operates as a regulated water utility company in the state of Pennsylvania. It distributes water to households and provides wastewater and related services. The company was founded in 1989 and is based in Hershey, Pennsylvania. Pennsylvania-American Water Company, Inc. operates as a subsidiary of American Water Works Company, Inc.

Primary Industry: Water Utilities

Historical Equity Pricing Data provided by Interactive Data Pricing and Reference Data LLC



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Illinois American Water Signs Agreement to Acquire City of Jerseyville Water and Wastewater Systems

December 20, 2019 12:22 PM Eastern Standard Time

BELLEVILLE, Ill.--(BUSINESS WIRE)--Illinois American Water, a subsidiary of American Water (NYSE: AWK), signed an agreement yesterday, Dec. 19, 2019, to acquire the City of Jerseyville's water and wastewater systems. The agreement for the sale of the systems, which each serve about 4,100 customer connections for a total of 8,200 customers, is for \$43.25 million.

"Illinois American Water is proud of our over 140-year history of providing safe, reliable service to our customers. Our team of wastewater and water service experts are looking forward to serving our new customers and making critical improvements to ensure reliable service for public health," said Bruce Hauk, Illinois American Water President. "Many communities are looking for new and innovative ways to deal with challenges they're facing while controlling expenses. There's nothing more important to our team than ensuring our customers receive the best service possible at a good value. These partnerships are a great solution for residents."

Illinois American Water will seek approval of the acquisition from the Illinois Commerce Commission. The transaction is expected to close in late 2020, pending regulatory approval.

Approval for the pending transaction will be sought under the Illinois Systems Viability Act, which allows municipalities in Illinois to sell water and wastewater systems for a price based on fair market value. According to Hauk, "Prior law only allowed the investor-owned water or sewer utility to pay the original cost minus depreciation to acquire a system, public or private. Because of this, systems were previously deprived of receiving adequate value for their system."

In 2019, Illinois American Water acquired the Alton Regional Wastewater System and the Village of Godfrey's wastewater system, also located in Southern Illinois. The Village of Glasford's water and wastewater systems, located in Central Illinois, were also acquired. These acquisitions added a total of 30,174 new Illinois American Water customer connections.

About Illinois American Water - Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.3 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Belleville. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to more than 14 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit www.amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Appendix A-5.2 (ScottMadden)



Illinois American Water Signs Agreement to Acquire Granite City Wastewater Collection System

December 26, 2019 10:43 AM Eastern Standard Time

BELLEVILLE, Ill.--(BUSINESS WIRE)--Illinois American Water, a subsidiary of American Water (NYSE: AWK), has entered into an agreement with Granite City to acquire the City's wastewater collection assets. The agreement for the sale of the wastewater collection system, which serves 12,500 customer connections, is for \$18 million.

"Since 1885, Illinois American Water has delivered safe, reliable drinking water to Granite City. We enjoy being a part of the community and are excited to own and manage the wastewater collection for our valued customers in Granite City," said Bruce Hauk, Illinois American Water President. "Our team's expertise is a benefit to communities looking to sell their water and/or wastewater assets to Illinois American Water. We are proud of these partnerships."

Illinois American Water will seek approval of the acquisition from the Illinois Commerce Commission. The company expects to close the transaction in late 2020, pending regulatory approval.

Approval for the pending transaction will be sought under the Illinois Systems Viability Act, which allows municipalities in Illinois to sell water and wastewater systems for a price based on fair market value. Prior to the Systems Viability Act, the valuation process was based on assessing the system's original cost at the time of construction – which may be 50 years old or more – less depreciation and contributed property.

The company has also signed purchase agreements with the Villages of Andalusia, Leonore, Shiloh and Sydney as well as the Cities of Rosiclare and Jerseyville. To learn more about Illinois American Water and hear testimonials from communities the company has partnered with, please visit the Doing Business with Us page under About Us at www.illinoisamwater.com.

About Illinois American Water

Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.3 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Belleville. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 7,100 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to more than 14 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit www.amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Appendix A-5.2 (ScottMadden)

4/22/2019

American Water's Arm Acquires Sadsbury Township Sewer System - Nasdaq.com

American Water's Arm Acquires Sadsbury Township Sewer System

March 07, 2019, 08:20:00 AM EDT By Zacks Equity Research, [Zacks.com](https://www.zacks.com)



Shutterstock photo

American Water Works Company AWK announced that its unit, Pennsylvania American Water, has entered into an agreement to acquire the wastewater assets of the Sadsbury Township in Chester County, for nearly \$8.6 million. This acquisition will add nearly 1,000 wastewater customers to its existing customer base. Most of these customers receive water services from Pennsylvania American Water.

Pennsylvania American Water, through its existing distribution network, serves nearly 2.4 million people in Pennsylvania. The said acquisition will expand the existing customer base and allow the company to render quality services to new customers at a reasonable cost.

Consolidation & Investment is Essential

Since the existing water and wastewater infrastructure in the United States is aging, proper maintenance and upgradation of the system will require investment of billions of dollars, which becomes difficult for small water utilities to make arrangement for. Per an American Water Works Association ("AWWA") report, the cost of restoring aging underground water pipelines in the United States will be at least \$1 trillion in the next 25 years.

Therefore, through the acquisition of small utilities, it becomes easier for large companies to make arrangement for funds to carry out these major overhauls. American Water, which is one of the most active players in the water space, continues to widen its market reach through acquisitions. In 2018, the company added 25,000 new customers in the regulated business through organic growth and acquisitions. It already completed a few acquisitions in 2019 and the pending ones, on completion, are expected to add nearly 61,000 customers to its customer base during the year.

We can also notice that other active water utilities like Global Water Resources, Inc. [GWRS](https://www.gwrs.com) and Aqua America [WTR](https://www.aqua.com) have been pursuing acquisitions.

Large water utilities continue to invest in upgrading as well as maintaining their existing water and wastewater infrastructure. The water utilities have been undertaking initiatives to upgrade the systems of the newly-acquired assets and quality of services.

Appendix A-5.2 (ScottMadden)

4/22/2019

American Water's Arm Acquires Sadsbury Township Sewer System - Nasdaq.com

The company aims to invest within \$8-\$8.6 billion from 2019 through 2023, which will help improve earnings by 7-10% per year in the aforesaid period from a 2017 base. A major chunk of \$7.3 billion will be directed to strengthen regulated businesses. Another water utility, Aqua America aims to make capital investment in excess of \$1.4 billion over the 2019-2021 time period.

Price Performance

Shares of American Water have outperformed the [industry](#) in a year's time.



Zacks Rank & Another Key Pick

Currently, American Water has a Zacks Rank #2 (Buy). Another top-ranked stock from the same industry is AquaVenture Holdings Ltd. [WAAS](#) , sporting a Zacks Rank #1 (Strong Buy). You can see [the complete list of today's Zacks #1 Rank stocks here](#) .

The Zacks Consensus Estimate for 2019 loss of the company has narrowed 2.9% in the past 60 days. The earnings and revenue estimates reflect year-over-year growth of 26.7% and 16%, respectively.

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Appendix A-5.2 (ScottMadden)

NJ American Water to pay \$12.7M for municipal-owned sewer system

By: *David Hutter*

January 2, 2020 5:03 pm

Camden-based New Jersey American Water signed an agreement Thursday to acquire the wastewater assets of the Township of Long Hill for \$12.7 million.

The municipally owned sewer system serves about 2,800 customers, most of whom already receive water service from New Jersey American Water, according to the company.

The agreement follows voters approving the sale of the system to American Water at a referendum in November 2019. American Water spokeswoman Denise Venuti Free expects the purchase to be approved by the New Jersey Board of Public Utilities in summer 2020.

As part of the acquisition agreement, New Jersey American Water says it will invest more than \$13 million in critical sewer system improvements in the next five years, while freezing current sewer rates for residents for two years and increasing rates no more than 3 percent annually for the next three years.

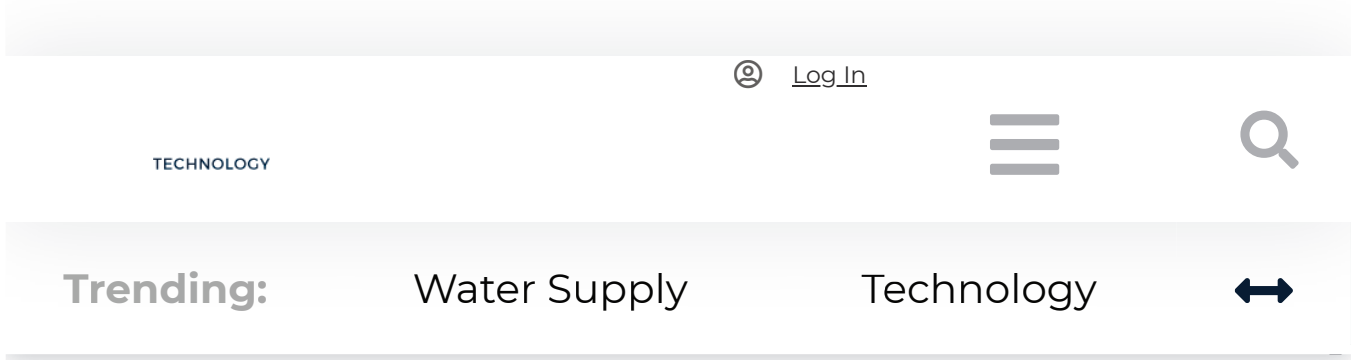
New Jersey American Water says these improvements include pump station upgrades, sewer main lining and replacements to reduce the infiltration of storm water, and treatment plant upgrades to reduce and eliminate the release of partially treated wastewater during heavy rain.

The company will coordinate sewer and water pipeline replacements with Long Hill's road paving schedule to minimize disruption.



David Hutter

David Hutter grew up in Darien, Conn., and covers higher education, transportation and manufacturing for NJBIZ. He can be reached at: dhutter@njbiz.com.



5 FEBRUARY 2020 NEWS

California American Water acquires Fruitridge Vista's operating assets

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US-based California American Water has acquired the operating assets of Fruitridge Vista Water Company, a Class B water utility in South Sacramento, for \$20.75m.

Following the acquisition, California American Water has now become the new water provider to approximately 4,800 customers of Fruitridge Vista which is regulated by the California Public Utilities Commission.

Appendix A-5.2 (ScottMadden)

2/14/2020

California American Water acquires Fruitridge Vista's operating assets

In December last year, the company secured approval from the California Public Utilities Commission for its acquisition.



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An expert set of water treatment and distribution operators, certified through the California State Water Resources Control Board's Division of Drinking Water, will serve the new customers of California American Water.

Other professionals from the company's water quality, finance and engineering group will also lend their expertise.

Apart from billing and operational services, the



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replace 14,000 linear feet of water main in Edison, with an investment of \$6.7m from mid-February, and around 10,200 linear feet of water main in South Amboy, for \$4.5m, from next month.

The company will also upgrade service lines, valves and fire hydrants.

Under the RENEW programme, the company will be responsible for installation of exterior below ground meter pits to eventually house water meters at each customer's premise.



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solid and strategic asset management helps us to better preserve water resources and maintain overall service quality.”

RENEW is part of the company’s Water for Tomorrow Program, which is a \$295m infrastructure initiative planned through 2021. It consists of various projects to bolster strengthen the firm’s water distribution infrastructure.

Among the other projects underway include construction of a large diameter transmission main through parts of



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Artesian buys Frankford's water system for \$3.6M - Delaware Business Times

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Artesian Water Co. has acquired the Frankford municipal water system in a \$3.6 million deal. | PHOTO COURTESY OF ARTESIAN

FRANKFORD – Artesian Water Co. has officially acquired the water system of the Sussex County town of Frankford in a \$3.6 million deal.

The town council of Frankford, located about 5 miles from the Maryland border off Route 113, approved the deal in March, but closing

Appendix A-5.2 (ScottMadden)

1/4/2021

Artesian buys Frankford's water system for \$3.6M - Delaware Business Times

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of the sale agreement was delayed until April

2 due to the coronavirus's impact. The water system serves about 350 town customers.
Artesian buys Delaware City water system for \$2.1M
(<https://delawarebusinesstimes.com/news/artesian-buys-del-city-system/>)

As part of the sale agreement, **Artesian** (<http://www.artesianwater.com/>) will invest an estimated \$6 million in regional water mains, construct a new regional water plant, and expand its main renewal program to incorporate Frankford while spending about \$1 million on renewal projects in Frankford over the next five years.

The publicly traded company will also upgrade the communications systems at the Frankford water treatment plant at an estimated cost of \$70,000 and replace all town water meters at an estimated cost of \$500,000.

Artesian has invested about \$44 million over the past three years in water and wastewater infrastructure in Sussex County, which the company views as a growth area as it competes with four other private utilities. It plans on creating a regional water system served by four treatment plants, including a 2-million-gallon-a-day Greater Dagsboro Water Treatment Plant currently under construction.

Over 7 miles of new water main will be constructed in the regional system, interconnecting the towns of South Bethany, Frankford and Dagsboro, covering 20 square miles of service territory and serving nearly 6,000 customers.


"Artesian's investments in Sussex County and securing this latest acquisition has positioned us to continue to expand our service territory, interconnecting this larger regional area with high quality and reliable water service," said Dian C. Taylor, president and CEO of Artesian Resources Co., said in a statement announcing the acquisition.

The 115-year-old Artesian supplies 8.3 billion gallons of water per year through 1,331 miles of water main to nearly a third of Delaware residents. It hasn't only targeted Sussex County in recent years, but also expanded in southern New Castle County and neighboring Cecil County, Md.

Appendix A-5.2 (ScottMadden)

1/4/2021

Artesian buys Frankford's water system for \$3.6M - Delaware Business Times

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On Monday, Artesian's stock rose 2% as news of the acquisition spread, but it shed those gains during a market slump Tuesday.

By Jacob Owens

jowens@delawarebusinesstimes.com (<mailto:jowens@delawarebusinesstimes.com>)



January 27, 2021
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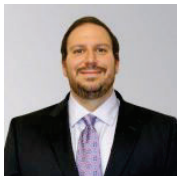
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by Jeff Palady

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Illinois American Water Acquires Village of Sidney Water System

April 17, 2020 02:43 PM Eastern Daylight Time

URBANA, Ill.--(BUSINESS WIRE)--Illinois American Water President Justin Ladner today announced the Company's acquisition of the Village of Sidney water system. The purchase adds approximately 560 water customers to the Champaign County service area.

The Village of Sidney voted in favor of the sale in April 2019. Illinois American Water began operating the water system on a contract basis in October 2019. Today the sale was completed for \$2.3 million as approved by the Illinois Commerce Commission (ICC).

According to Ladner, the Company has a history of providing award-winning drinking water to Champaign County residents, placing first in the 15-County Water Supply Operator Association's water taste test competition in 2019 and 2020. He said, "We understand the critical role we play in our customers' daily lives and appreciate the trust the Village has placed in our team. We look forward to continuing our partnership with the community to ensure residents have quality drinking water today and in the future."

Village President Jason Arrasmith said the sale of the water system to Illinois American Water "offers many community benefits, including a reduction to household water bills." He went on to say, "Not only do we have trust in Illinois American Water to ensure quality drinking water, but they are able to decrease local water bills by almost \$15 a month. We are pleased about the value they bring to our community."

Illinois American Water is committed to upgrading the Sidney water system, beginning with the replacement of water meters. Meter replacements are expected to begin in May.

Matthew White, operations superintendent for Illinois American Water's Champaign County District, said, "Our local team takes a lot of pride in what we do every day. We are honored to serve Sidney and look forward to expanding our involvement in the community."

New customers will receive an Illinois American Water welcome packet in the mail. This packet includes information about online account management, billing and more. The Village of Sidney will be incorporated into the company's Champaign County District which serves Champaign, Urbana, Savoy, St. Joseph, Sadorus, Pesotum, Bondville and Fisher.

The appraisal process used for the Sidney water system was conducted under the supervision of the ICC and established under the Illinois Water Systems Viability Act. This law gives communities an alternative to value their water and/or wastewater system when considering being acquired by an investor-owned water utility. To learn more about Illinois American Water and hear testimonials from communities the company has partnered, please visit the Doing Business with Us page at www.illinoisamwater.com.

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Illinois American Water acquires Village of Leonore Water System

The purchase adds approximately 68 water customers to the Streator District service area.

Apr 22nd, 2020

Appendix A-5.2 (ScottMadden)

Illinois American Water acquires Village of Leonore Water System | WaterWorld

Photo by Daniel Rose on Unsplash

STREATOR, IL, APRIL 22, 2020 -- Illinois American Water President Justin Ladner this month announced the Company's acquisition of the Village of Leonore water system. The purchase adds approximately 68 water customers to the Streator District service area.

The Village of Leonore voted in favor of the sale November 2018. The Illinois Commerce Commission (ICC) approved the sale for \$100,000.

Appendix A-5.2 (ScottMadden)

Illinois American Water acquires Village of Leonore Water System | WaterWorld

“We have a long history – over 145 years – of providing quality water service in Illinois. We are proud of our track record and look forward to serving our new customers in Leonore,” said Ladner.

Village President Mike Zimmerman said the sale of the water system to Illinois American Water will, “allow the Village to focus on other community needs.” He went on to say, “Not only will residents have better quality water service from a company that has served this region well for many years, but the Village will be able to focus on other priorities.”

Illinois American Water is committed to upgrading the Leonore water system, beginning with the replacement of water meters. Customers received a communication about this work, which is expected to begin in May.

Jon Mase, operations superintendent for Illinois American Water’s Streator District, said, “We are excited to serve Leonore. We are familiar with the community and have had the opportunity to partner with the local fire department. We look forward to continuing our involvement and being a good neighbor.”

New customers will receive an Illinois American Water welcome packet in the mail. This packet includes information about online account management, billing and more. The Village of Leonore will be incorporated into the company’s Streator District which serves Streator, Dana, Longpoint, Ancona, Reading and Ransom.

The appraisal process used for the Leonore water system was conducted under the supervision of the ICC and established as part of the Illinois Water Systems Viability Act. This law gives communities an alternative to value their water and/or wastewater system when considering being acquired by an investor-owned water utility.

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Appendix A-5.2 (ScottMadden)



Pennsylvania American Water Signs Agreement to Purchase Upper Pottsgrove Wastewater System

April 28, 2020 05:27 PM Eastern Daylight Time

MECHANICSBURG, Pa.--(BUSINESS WIRE)--Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), announced that it has signed an agreement to purchase the wastewater system assets of Upper Pottsgrove Township in Montgomery County for \$13.75 million. The Township's wastewater system serves nearly 1,600 customers.

"As the water provider for the neighboring Glen Alsace and Royersford areas, we are well positioned to serve Upper Pottsgrove Township through experienced, professional employees that can leverage the resources of our other local operations," said Pennsylvania American Water President Mike Doran. "In fact, some of our employees live in the Upper Pottsgrove area, so this acquisition is a natural fit, and we are glad to welcome Upper Pottsgrove to the Pennsylvania American Water family."

The agreement was approved by the Upper Pottsgrove Township Board of Commissioners on April 20. Township officials acknowledged that the age and maintenance needs of the system would otherwise lead to significantly higher sewer rates. During public meetings, Township officials cited retiring debt, replenishing unfunded pension liabilities, and providing funding for other Township infrastructure needs as reasons for the sale.

Pennsylvania American Water plans to make necessary wastewater infrastructure upgrades to improve and sustain the reliability and compliance of the system. The company will also assume three public sewer service extension projects under the Township's current Act 537 plan.

Pennsylvania American Water will seek approval of the acquisition from the Pennsylvania Public Utility Commission (PUC) and other necessary approvals from the Pennsylvania Department of Environmental Protection. The company expects to close the transaction in the first half of 2021, pending regulatory approvals.

The purchase agreement between Pennsylvania American and the Township was executed under Act 12, which allows municipalities to sell their water and wastewater systems for a price based on the fair market value of the facilities. Enacted in 2016, this statute gives municipalities the opportunity to receive a purchase price that is more reflective of the current value of their system assets.

In 2019, Pennsylvania American Water acquired the wastewater and/or water assets of Exeter Township, Berks County; Steelton Borough Authority, Dauphin County; Sadsbury Township, Chester County and the Borough of Turbotville,

Northumberland County, adding over 12,000 new wastewater and water customers to the company's customer base. The company also recently signed purchase agreements with Royersford Borough, Montgomery County (1,600 wastewater customers), Valley Township, Chester County (1,700 water and 3,100 wastewater customers) and the Borough of Kane Authority, Muncie County (2,100 wastewater customers).

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About Pennsylvania American Water

Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 2.4 million people. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 6,800 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to an estimated 15 million people in 46 states.

American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Contacts

Maggie Sheely

External Affairs Manager

717-550-1616

Maggie.sheely@amwater.com

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Pennsylvania American Water

@paamwater

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Sep 28, 2020



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7/9/2020

Illinois American Water Acquires Village of Shiloh Wastewater System - MarketWatch

Press Release

Illinois American Water Acquires Village of Shiloh Wastewater System

Published: May 15, 2020 at 6:57 p.m. ET

The MarketWatch News Department was not involved in the creation of this content.

Illinois American Water President Justin Ladner today announced the company's acquisition of the Village of Shiloh wastewater system. The purchase adds approximately 1,515 wastewater customers to the company's southern Illinois service area. This includes customers directly served by Illinois American Water as well as customers served through a mobile home park account.

The Village of Shiloh voted in favor of the sale last year. The Illinois Commerce Commission (ICC) recently approved the sale for \$3.6 million. The sale was completed today and represents the third acquisition by Illinois American Water this year.

"Over the last two years, we've added more than 35,000 new customers through system acquisitions. Some of the communities were facing EPA consent decrees or water quality issues. Other systems had varying priorities or fiscal challenges and wanted to turn over operations to the experts. Every community is unique and we're proud to partner with them," said Ladner.

According to Village Mayor James Vernier, the sale of the wastewater system to Illinois American Water "allows the Village to focus on other priorities." He went on to say, "Illinois American Water has provided excellent water service to our residents for many decades; we look forward to expanding our partnership."

Illinois American Water plans to invest in the Village of Shiloh wastewater system. Work will include improvements to both the Church and Archview lift stations.

Karen Cooper, Director of Operations for Illinois American Water, said, "We are excited to expand our service in Shiloh. Providing quality, reliable service and doing so safely is our priority. We appreciate the Village's trust and confidence in our team."

New Shiloh customers will receive an Illinois American Water welcome packet in the mail. This packet includes information about online account management, billing and more.

Appendix A-5.2 (ScottMadden)

7/9/2020

Illinois American Water Acquires Village of Shiloh Wastewater System - MarketWatch

To learn more about Illinois American Water and hear testimonials from communities the company has partnered, please visit the Doing Business with Us page under About Us at www.illinoisamwater.com.

About Illinois American Water - Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.3 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Belleville. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 6,800 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to 15 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

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SOURCE: Illinois American Water

Media Contact: Karen Cotton, External Affairs Manager
309.566.4126 or karen.cotton@amwater.com

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Illinois American Water acquires village's water, wastewater systems

Wednesday, May 27, 2020 5:00 PM ET

By Nephele Kirong
Market Intelligence

Illinois American Water Co. has completed the \$3.3 million acquisition of the water and wastewater systems of the village of Andalusia, Ill., expanding its footprint in the state.

The deal adds approximately 480 water and 480 wastewater customers to its northwest service area, Illinois American said in a May 27 news release.

The American Water Works Co. Inc. subsidiary plans to invest \$2 million in the first five years of its ownership to upgrade Andalusia's water and wastewater systems. It will also implement automation to improve operational efficiency.

This article was published by S&P Global Market Intelligence and not by S&P Global Ratings, which is a separately managed division of S&P Global.

Illinois American Water acquires Illinois city's wastewater system

Monday, June 1, 2020 2:29 PM ET

By Nephele Kirong
Market Intelligence

Illinois American Water Co. completed the acquisition of the wastewater system and drinking water production system of Rosiclare, Ill., for \$600,000.

State regulators recently approved the deal, which adds 377 wastewater customers to Illinois American Water's Southern Illinois service area, the company said in a May 29 news release.

"Our systems are facing significant investments, which we are not equipped to address," Rosiclare Mayor Roy Tolbert said. The company expects to spend about \$5 million to upgrade critical infrastructure.

As a result of the deal, Rosiclare will become a sale-for-resale water service customer. The American Water Works Co. Inc. subsidiary will own the water distribution system but will operate it on a contract basis under the guidance of the city.

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7/9/2020

Pasco commission approves \$29.3 million purchase of Aqua Utility System

Tampa Bay Times

Pasco commission approves \$29.3 million purchase of Aqua Utility System

By Barbara Behrendt, Tampa Bay Times 6/29/2020



NEW PORT RICHEY — Pasco county commissioners approved a \$29.3 million bond issue Monday that will allow the county to acquire the Pasco Aqua Utility System bringing it under the county's water and sewer system.

The move will mean customers of the old Aqua system should see breaks in their utility bills, although other county utility users are expected to see slight increases in what they pay for their water and sewer services to offset the purchase.

County officials had been examining the acquisition since February 2019 with commissioners voting to move forward with purchasing Aqua from the Florida Government Utility Agency in December. The authority had bought the properties from Aqua Utilities several years ago to try to stem customer complaints about the quality and cost of the service.

The county staff sought proposals, ultimately settling on BB&T Company, now Truist Bank, to provide the loan.

The decision will allow the county to purchase the utility system, serving 3,600 water and 3,100 sewer customers in Jasmine Lakes and Palm Terrace in west Pasco and Zephyr Shores near Zephyrhills.

With the county assuming control of the property, current Aqua customers should see a significant drop in their monthly water bills, according to previous estimates. But the county's existing 120,000 customers will see an increase of 2 percent to help finance the acquisition.

Commissioners on Monday also voted to contract with U.S. Water Services Corporation for \$154,000 for the continued operation of water and wastewater facilities and to provide customer service and billing through 2022. According to the memo to the commission, the decision to stick with the company was designed "to

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4/14/2021

Artesian buys Delaware City water system for \$2.1M - Delaware Business Times



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Artesian buys Delaware City water system for \$2.1M



Katie Tabeling (https://delawarebusinesstimes.com/author/ktabeling/) • August 7, 2020

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DELAWARE CITY – **Artesian Water Company** (http://www.artesianwater.com/) has bought Delaware City's water system for \$2.1 million, adding yet another municipal water system to its expanding network in the First State.

"We are very pleased to continue our long-standing relationship with Delaware City and we believe this will be a seamless transition for our customers," Artesian Water Company Chief Operating Officer Nicki Taylor said.

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4/14/2021

Artesian buys Delaware City water system for \$2.1M - Delaware Business Times



Exclusive: Amazon eyes lease at Delaware City warehouse
(<https://delawarebusinesstimes.com/news/exclusive-amazon-delaware-city/>)

The purchase symbolizes

Artesian's continuing

commitment to Delaware City, as the company has operated the town's water system for the past 17 years on a contract basis. Under the contract, Artesian operated water treatment plants, maintenance and repairs of equipment as

well as handling billing and running 24/7 emergency dispatch.

The purchase also marks Artesian's second purchase in 2020, as the company bought Frankford's water system for \$3.6 million in April. Combined with the Delaware City's sale, this will bring about 3,000 customers into Artesian's network.

The company has acquired five other municipal systems in the past seven years, including Slaughter Beach Water Company, High Point, Cantwell, Odessa and Historic Fort DuPont.

"We are not moving away from contracting to manage services for municipalities, but it is within our strategic plan to buy systems in locations where it makes sense – and connect them to larger services where it makes sense to," Taylor said. "That way we can provide more reliable services and high-pressure water for our customers."

Delaware City has been looking for a company to buy its water operations since 2018, after town officials realized the system needed major improvements that it could not afford with its current debt service. Delaware City Mayor Paul Johnson said it was clear the water system needed major improvement after one of the town's two wells had a pump failure in July 2019.

"We had a back-up, but if we lost that we would be in a very scary position to be in," Johnson said. "We knew the second well would fail sooner or later, and we were looking at \$600,000 in water tower improvements at some point."

Related Stories

Appendix A-5.2 (ScottMadden)

4/14/2021

Artesian buys Delaware City water system for \$2.1M - Delaware Business Times

Artesian, which provides 8.3 billion gallons of water per year to roughly a third of all Delaware, plans to invest \$2.1 million in Delaware City's water system. That will include upgrading water mains, replacing aging water mains and services, installing more efficient pumps and treatment systems.



(<http://www.pabianproperties.com/>)

Artesian is also looking to connect Delaware City's water system to the Historic Fort DuPont operations, which could serve a rising development in that area. For years, Fort DuPont has been considered for a 600-unit waterfront community with shops and other businesses.

But in the immediate future, Taylor said the goal of connecting the two systems would be to provide a better Delaware City users with better service. Right now, it's estimated that users have a water pressure of 45 psi (pounds per square inch), compared to the average of 60 psi.

"It will help in terms of maintenance for possible outages and it will provide more access to serve our customers as well as higher water pressure," Taylor said. "It's good municipal and business sense."

Delaware City chose continuity of service over a larger pay day. Wilmington-based **SUEZ Water** (<https://www.suezwatertechnologies.com/>) submitted an offer of \$3.5 million for the town's water operations, but ultimately the town decided to turn it down.

Related Stories

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4/14/2021

Artesian buys Delaware City water system for \$2.1M - Delaware Business Times

“I can’t speak for the council, but I can say we have a longstanding relationship with Artesian,” Jolanda Taylor said. “This would keep the system internally as we had it, and any options would mean we need to make capital investments to the system,” he said. “Throughout this process, one thing spoke loud and clear, and that was the feedback from our residents on Artesian and its aquifers and filtration system.”



Exclusive: Amazon eyes lease at Delaware City warehouse
(<https://delawarebusinesstimes.com/news/exclusive/amazon-delaware-city/>)

Looking south, Artesian also plans to make sizable investments in Sussex County. The company has connected water systems in Frankford, South Bethany and Dagsboro, with engineers now working on plans on a future water treatment plant.

“We’re seeing tremendous growth in Sussex County,” Taylor said. “The number of houses being built there is incredible, and the demand is increasing with it.”

-Katie Tabeling

ktabeling@delawarebusinesstimes.com

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New Senior Apartments in Lodi (Take A Look At The Prices)

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Appendix A-5.2 (ScottMadden)



Aqua Pennsylvania Reaches Agreement With Lower Makefield Twp. to Purchase Municipal Wastewater System Serving Approximately 11,800 Wastewater Connections

September 24, 2020 08:47 AM Eastern Daylight Time

BRYN MAWR, Pa.--(BUSINESS WIRE)--Aqua Pennsylvania announced today it has signed an asset purchase agreement with Lower Makefield Township to acquire the municipality's wastewater assets for \$53 million. The pending transaction is subject to Pennsylvania Public Utility Commission approval.

Lower Makefield Township has a population of approximately 32,600 people in Bucks County, Pennsylvania. The system serves approximately 11,000 residential and commercial connections in Lower Makefield, Falls and Middletown townships, and Yardley Borough with a system that includes 113 miles of collection mains and 14 pump stations. Its waste is treated at the Morrisville Municipal Authority Plant.

"We are pleased that leadership of Lower Makefield Township had the confidence in Aqua Pennsylvania to entrust us with their wastewater assets, and perhaps most importantly, to provide reliable wastewater service to their community," said Essential CEO Chris Franklin. "Lower Makefield will be the 12th water or wastewater system closed or announced by Aqua in the last 12 months. Collectively these deals will have added 230,000 customer equivalents once all of the transactions are closed."

Aqua Pennsylvania President Marc Lucca said, "We look forward to bringing our commitment to customer service and operational expertise to the residents of Lower Makefield Township, where customers' sewer rates under Aqua Pennsylvania will remain unchanged into 2025. Customer rates will remain unchanged despite our plan to invest an estimated \$10 million in infrastructure improvements necessary to maintain service levels and regulatory compliance that protects the environment," Lucca continued.

"Beyond our commitment to quality customer service, we are also committed to corporate citizenship and being a partner in the communities we serve. It is in that spirit that Aqua Pennsylvania, through the Essential Foundation, will donate \$25,000 upon closing to non-profit organizations consistent with our mission and vision which includes protecting and providing Earth's most essential resource and a commitment to give back to the communities we serve," Lucca said.

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About Essential

Essential is one of the largest publicly traded water, wastewater and natural gas providers in the U.S., serving approximately 5 million people across 10 states under the Aqua and Peoples brands. Essential is committed to excellence in proactive infrastructure investment, regulatory expertise, operational efficiency and environmental stewardship. The company recognizes the importance water and natural gas play in everyday life and is proud to deliver safe, reliable services that contribute to the quality of life in the communities it serves. For more information, visit <http://www.essential.co>.

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This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to receive governmental approval of the transactions and to successfully close the acquisitions. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions; the receipt of governmental approvals; the successful closing of the acquisitions; the successful integration of the customers and the facilities; successful donation efforts to organizations; effects of pandemics or other widespread health problems; and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Essential Utilities' business, please refer to Essential Utilities' annual, quarterly and other SEC filings. Essential Utilities is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRGF

Contacts

Donna Alston

Communications & Marketing

484.368.4720

media@Essential.co

Brian Dingerdissen

investor Relations

610.645.1191

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NewsRoom

★ / Press Room / Press Releases / Pennsylvania American Water Selected to Purchase Brentwood Borough Wastewater System

December 08, 2020 | American Water (NYSE: AWK) |



Pennsylvania American Water Selected to Purchase Brentwood Borough Wastewater System

Acquisition of collection system approved yesterday by Brentwood Borough Council will grow company's wastewater footprint by more than 4,000 customers

PITTSBURGH, Pa. (Dec. 8, 2020) – Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), announced today that it was selected to acquire the wastewater collection system assets of Brentwood Borough in Allegheny County for approximately \$19 million. The company's selection

Appendix A-5.2 (ScottMadden)

4/14/2021

Press Release Details

follows a recent vote by the Brentwood Borough Council in favor of Pennsylvania American Water's bid.

"For many years, our company and our employees have been providing reliable water service to this community, and we are excited to be selected to provide wastewater service," said Pennsylvania American Water President Mike Doran. "We are well-equipped to offer the technical expertise and financial resources needed to meet the environmental compliance challenges the system faces now and in the future."

Brentwood Borough initially issued a request for bids in January of 2020 for the potential acquisition of its wastewater collection system, which serves approximately 4,100 customers and includes approximately 38 miles of sewer mains.

Pennsylvania American Water and Brentwood Borough will seek approval of the acquisition from the Pennsylvania Public Utility Commission (PUC), the Allegheny County Health Department and the Pennsylvania Department of Environmental Protection.

Doran said long-term rate stability is one of the most important benefits for wastewater customers. Under the purchase agreement, Pennsylvania American Water will not increase base wastewater rates any earlier than two calendar years after the closing.

The company's rates are regulated by the PUC and any future rate changes would have to be reviewed and approved by the PUC. Pennsylvania American Water offers grants and discounted service to its low-income wastewater customers who qualify through its H2O Help to Others Program.

About Pennsylvania American Water

Pennsylvania American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 2.4 million people. For more information, visit www.pennsylvaniaamwater.com and follow Pennsylvania American Water on [Twitter](#) and [Facebook](#).

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4/14/2021

Press Release Details

About American Water

With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 6,800 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to 15 million people in 46 states. American Water provides safe, clean, affordable, and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit [amwater.com](https://www.amwater.com) and follow American Water on [Twitter](#), [Facebook](#), and [LinkedIn](#).



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December 31, 2020 | American Water (NYSE: AWK) |



Tennessee American Water Acquires Water Jasper Highlands Water Distribution System

Chattanooga, TN (December 31, 2020) – Tennessee American Water President Grant Evitts today announced the company's acquisition of the Jasper Highlands water distribution system. The purchase will add over the course of the next several years over 600 water customers to Tennessee American's existing operations in Marion County, which include Whitwell, Powells Crossroads, and Suck Creek.

"Our number one priority has always been providing clean, safe and reliable water service, which is important for Jasper Highlands as the area continues to grow," stated Evitts. "We look forward to serving our newest customers in Marion County and working with the Jasper Highlands community towards a seamless transition."

Appendix A-5.2 (ScottMadden)

4/14/2021

Press Release Details

Tennessee American Water has provided water service to Chattanooga for 130 years and will bring considerable expertise and resources to the operation of the Jasper Highlands system. The transition of Jasper Highlands' customers to Tennessee American Water will be completed by the end of 2020. New customers will receive a welcome packet in the mail. This packet includes information about online account management, billing and more.

Michael Griffith, operations superintendent for Tennessee American Water's Sequatchie Valley District, said, "We are excited to serve Jasper Highlands. We're familiar with the community. We look forward to continuing our involvement and being a good neighbor by helping make the communities we serve better because we're there."

The Tennessee Public Utility Commission (TPUC) approved the acquisition for \$2.4 million. The sale was completed today.

About Tennessee American Water

Tennessee American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water services to approximately 380,000 people in Tennessee and north Georgia. For more information, visit www.tennesseeamwater.com and follow Tennessee American Water on [Twitter](#) and [Facebook](#).

About American Water

With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 6,800 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services

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Media Contacts

Daphne Kirksey
External Affairs
423-771-4750
daphne.kirksey@amwater.com

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Appendix A-5.2 (ScottMadden)



Aqua Pennsylvania Reaches Agreement With East Whiteland Twp. to Purchase Municipal Wastewater Assets

January 13, 2021 05:04 PM Eastern Standard Time

BRYN MAWR, Pa.--(BUSINESS WIRE)--Essential Utilities Inc. (NYSE:WTRG) announced today that its Pennsylvania wastewater subsidiary has signed an asset purchase agreement with East Whiteland Township, Chester County to acquire the municipality's wastewater assets for approximately \$55 million. The pending transaction is subject to Pennsylvania Public Utility Commission approval.

East Whiteland Township's wastewater system serves approximately 8,200 customer-equivalents including residential and commercial connections. The system is comprised of 57 miles of collection mains and 13 pump stations. The collection system accepts waste from the neighboring municipalities of Malvern Borough and Charlestown Township. Its waste passes through Aqua's Valley Creek Trunk Sewer line where it is treated at the Valley Forge Sewer Authority. Essential's unregulated subsidiary, Aqua Resources, purchased the 9-mile Valley Creek trunk line in December 2018, which consists of gravity sewers, force mains and two pump stations, from the Tredyffrin Municipal Township Authority.

"Acquiring the East Whiteland Township wastewater system allows us to bring the same professional and reliable service we provide to the water customers we already serve in East Whiteland," said Essential Chairman and CEO Chris Franklin. "We consider it a privilege to provide both water and wastewater solutions to communities, as it allows us to bring economies of scale in operations which help keep bills down for customers."

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Aqua Pennsylvania Wastewater President Marc Lucca said the company anticipates the need for \$19 million in infrastructure improvements over the next decade including two major sewer extensions. "I would like to welcome the residents and businesses of East Whiteland and neighboring communities to the Aqua wastewater family, many of whom already receive our drinking water. Upon closing we are committed to work on the Planebrook and Bacton Hill roads' sewer extensions, which will enable us to expand public sewer service to several residents within the township who are currently on septic systems," said Lucca.

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East Whiteland is the first APA executed by Aqua in 2021. Including East Whiteland, Aqua has five acquisitions currently under APA pending close representing \$420 million of rate base and approximately 225,000 customer equivalents. In 2020, the Company closed five acquisitions representing \$62.9 million in rate base and approximately 12,000 customer equivalents.

About Essential

Essential is one of the largest publicly traded water, wastewater and natural gas providers in the U.S., serving approximately 5 million people across 10 states under the Aqua and Peoples brands. Essential is committed to excellence in proactive infrastructure investment, regulatory expertise, operational efficiency and environmental stewardship. The

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Appendix A-5.2 (ScottMadden)

company recognizes the importance water and natural gas play in everyday life and is proud to deliver safe, reliable services that contribute to the quality of life in the communities it serves. For more information, visit <http://www.essential.co>.

About Aqua Pennsylvania Wastewater

Aqua Pennsylvania Wastewater is a subsidiary of Aqua Pennsylvania and serves approximately 43,000 connections in 16 counties throughout the Commonwealth of Pennsylvania. Visit AquaAmerica.com for more information or follow Aqua on Facebook at facebook.com/MyAquaAmerica and on Twitter at [@MyAquaAmerica](https://twitter.com/MyAquaAmerica).

Forward-Looking Statements

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to receive governmental approval of the transaction and to successfully close the acquisition. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions; the receipt of governmental approvals; the successful closing of the acquisition; the successful integration of the customers and the facilities; effects of pandemics or other widespread health problems; the ability to successfully implement our capital program; and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Essential Utilities' business, please refer to Essential Utilities' annual, quarterly and other SEC filings. Essential Utilities is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRGF

Contacts

Donna Alston

Communications & Marketing

484.368.4720

Media@Essential.co

Brian Dingerdissen

Investor Relations

610.645.1191

BJDingerdissen@Essential.co

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Appendix A-5.2 (ScottMadden)



Aqua Pennsylvania Reaches Agreement with Willistown Township to Purchase Municipal Wastewater System

January 28, 2021

BRYN MAWR, Pa.--(BUSINESS WIRE)--Jan. 28, 2021-- Essential Utilities Inc. (NYSE:WTRG) announced today that its Pennsylvania wastewater subsidiary has signed an asset purchase agreement (APA) with Willistown Township, Chester County to acquire the municipality's wastewater assets for \$17.5 million. The pending transaction is subject to Pennsylvania Public Utility Commission approval.

Willistown serves approximately 2,300 customer-equivalents including residential and commercial connections with a system that includes about 30 miles of gravity and force mains and eight pump stations as well as a small wastewater treatment plant at Penn's Preserve.

"The Willistown wastewater system is the second municipal wastewater system with which we've signed an asset purchase agreement in the last month," said Essential Chairman and CEO Christopher Franklin referring to the company's recently signed APA with East Whiteland Township. "Having also recently completed our acquisition of the New Garden Township wastewater system, we are looking forward to the positive impact we will have on multiple wastewater systems in Chester County."

In December 2018, Essential's unregulated subsidiary, Aqua Resources, purchased the Valley Creek Trunk Sewer which includes more than 9 miles of sewer main and two pump stations that receive sewage from several communities, including East Whiteland and Willistown townships, and conveys that waste to Valley Forge Sewer Authority where it's treated. Aqua Pennsylvania President Marc Lucca said, "We look forward to begin operating the wastewater collection systems in East Whiteland and Willistown, which will improve operational efficiencies including those of the Valley Creek Trunk Sewer line."

On December 22, 2020 Aqua Pennsylvania wastewater took ownership and started operations of the wastewater system at New Garden Township.

Willistown is the second APA executed by Aqua Pennsylvania in 2021. Including Willistown, Essential Utilities has six acquisitions currently under APA pending close representing approximately \$438 million of rate base and approximately 227,000 equivalent retail customers or equivalent dwelling units. In 2020, Essential closed five acquisitions representing approximately \$63 million of rate base and approximately 12,000 customer-equivalents.

About Essential

Essential is one of the largest publicly traded water, wastewater and natural gas providers in the U.S., serving approximately 5 million people across 10 states under the Aqua and Peoples brands. Essential is committed to excellence in proactive infrastructure investment, regulatory expertise, operational efficiency and environmental stewardship. The company recognizes the importance water and natural gas play in everyday life and is proud to deliver safe, reliable services that contribute to the quality of life in the communities it serves. For more information, visit <http://www.essential.co>.

About Aqua Pennsylvania Wastewater

Aqua Pennsylvania Wastewater is a subsidiary of Aqua Pennsylvania and serves approximately 43,000 connections in 16 counties throughout the Commonwealth of Pennsylvania. Visit AquaAmerica.com for more information or follow Aqua on Facebook at facebook.com/MyAquaAmerica and on Twitter at @MyAquaAmerica.

Forward-Looking Statements

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, among others: the company's ability to receive governmental approval of the transactions and to successfully close the acquisitions. There are important factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements including: general economic business conditions; the receipt of governmental approvals; the successful closing of the acquisitions; the successful integration of the customers and the facilities; successful donation efforts to organizations; effects of pandemics or other widespread health problems; and other factors discussed in our Annual Report on Form 10-K, which is on file with the Securities and Exchange Commission. For more information regarding risks and uncertainties associated with Essential Utilities' business, please refer to Essential Utilities' annual, quarterly and other SEC filings. Essential Utilities is not under any obligation — and expressly disclaims any such obligation — to update or alter its forward-looking statements whether as a result of new information, future events or otherwise.

WTRGF

View source version on [businesswire.com](https://www.businesswire.com/news/home/20210128005968/en/): <https://www.businesswire.com/news/home/20210128005968/en/>

Donna Alston
Communications & Marketing
M: 484.368.4720
media@Essential.co

Brian Dingerdissen

Appendix A-5.2 (ScottMadden)

2/5/2021

West Virginia American Water acquires East Bank water system | WCHS Network | News • Sports • Business | Charleston, WV

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West Virginia American Water acquires East Bank water system

POSTED BY JACOBFLATLEY ON FEBRUARY 3, 2021 IN LOCAL NEWS

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EAST BANK, W.Va. — West Virginia American Water (WVAW) completed its \$820,000 acquisition of the Town of East Bank's water distribution system in Wednesday.

Charles Blair, the Mayor of East Bank and Robert Burton, the President of WVAW signed the deal inside the eastern Kanawha County's town hall. The company now owns and operates the system as part of its Kanawha Valley system.

Blair told 580-WCHS that there was no other choice following the acquisition of Glasgow in 2020 and the anticipated acquisition of Cedar Grove later this year.

"Glasgow sold to West Virginia American Water, Cedar Grove is going to close from West Virginia American Water from what I've been told. So we sold to West Virginia American Water because honestly they would have had us anyway if we hadn't sold because we got out water from Cedar Grove," Blair.

580 WCHS ON FACEBOOK

Appendix A-5.2 (ScottMadden)

2/5/2021

West Virginia American Water acquires East Bank water system | WCHS Network | News • Sports • Business | Charleston, WV



Charles Blair, the Mayor of East Bank (right) and Robert Burton, the President of WVAW hold the check Wednesday.

The town, which has around 400 customers along Rt. 61, receives \$760,000 as part of the acquisition and an additional \$60,000 as part of a grant.

According to Blair, WVAW will spend nearly \$2.5 million in upgrades to the water system in the town. It's a system that needs substantial infrastructure upgrades and historically lost approximately 60 percent of its treated water due to leaks, according to the company.

Burton told 580-WCHS that the upgrades will include replacing water meters, service lines in the town, main repairs and replacements. There will also be upgrades for fire hydrants and valves.

"We've had so much water loss, we were paying for water that was leaking out that we couldn't find," Blair said.

The previous residential customer rate of \$38.90 per 3,000 gallons will increase to \$43.46, a \$4.56 increase per month. East Bank rates will increase annually until February 3, 2023 when customers reach the company's standard rates as set by the Public Service Commission of West Virginia.

Qualified customers may be eligible for a discounted rate through the company's Special Reduced Rate program. Customers in need of financial assistance are encouraged to learn more on the company's website.

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THE VOICE OF CHARLESTON

Saturday, February 06, 2021

| TIME | PROGRAM | STATION |
|--------|--|--------------------|
| 6:00a | Wake Up Radio with Chris Manning / FRIDAY ENCORE | 96.5 FM / 580 WCHS |
| 7:00a | West Virginia Outdoors w/ Chris Lawrence | 96.5 FM / 580 WCHS |
| 8:00a | Auto Shows Radio | 96.5 FM / 580 WCHS |
| 9:00a | 580-AM Morning @ 580 | 96.5 FM / 580 WCHS |
| 10:00a | 580-AM Newsradio of Virginia | 96.5 FM / 580 WCHS |
| 11:00a | 580-AM Radio News Network @ Radio Networks | 96.5 FM / 580 WCHS |

Sunday, February 07, 2021

| TIME | PROGRAM | STATION |
|-------|--|--------------------|
| 6:00a | West Virginia Outdoors w/ Chris Lawrence (Encore) | 96.5 FM / 580 WCHS |
| 8:00a | Midweek Sunday Spinner | 96.5 FM / 580 WCHS |

WCHS Network
3 hours ago

An interesting sports weekend on 580 WCHS with #NCAAB: Wisconsin @ Illinois and Louisville at Virginia. Plus #NBA: with Golden State and Steph Curry, @WVOutdoors and more!

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WCHS Network

Appendix A-5.2 (ScottMadden)



Illinois American Water Acquires Concordia Water Cooperative's Water Distribution System

Approximate \$50 monthly decrease expected for typical residential customers.

February 11, 2021 05:05 PM Eastern Standard Time

BELLEVILLE, Ill.--(BUSINESS WIRE)--Illinois American Water President Justin Ladner today announced the Company's acquisition of the Concordia Water Cooperative water distribution system, located in an unincorporated area west of Belleville near Millstadt. The purchase adds approximately 150 water customers to the Metro East service area.

"We have a long history – over 145 years – of providing quality water service across Illinois, including on a wholesale basis to Concordia Water Cooperative since October 2011. We are proud of our track record and look forward to serving these customers directly and building on our relationship with them," said Ladner.

The Concordia Water Cooperative voted in favor of the sale in July 2019. The Illinois Commerce Commission (ICC) approved the sale for \$1.7 million. The sale was completed today.

Cooperative President Sherman Woy said, "customers will benefit from the sale." He said, "We are familiar with Illinois American Water and praise their standards. Customers will continue to receive safe, reliable water service from a company that has served this region well for many years. In addition, customers will experience a significant decrease in rates as a result of the sale."

Typical residential Concordia Water Cooperative customers are expected to see bills decrease by about \$50.25 a month. This is based on monthly usage of 3,500 gallons and a 5/8-inch meter. The decrease is a result of customers no longer being required to reimburse the Water Cooperative for the installation of the community water system infrastructure which replaced residential wells.

Joe Ahlvin, senior manager of operations for Illinois American Water's Southern Division, said, "We are excited to serve Concordia Water Cooperative customers directly. We are familiar with the community and their needs. We look forward to continuing our involvement and being a good neighbor."

Ahlvin also said the company is committed to upgrading the water distribution system. Ongoing maintenance and improvements will support continued reliability and service to customers.

New customers will receive an Illinois American Water welcome packet in the mail. This packet will include information about online account management, billing and more. To learn more about Illinois American Water and hear testimonials from communities the company has partnered, please visit the Doing Business with Us page under About Us at www.illinoisamwater.com.

Appendix A-5.2 (ScottMadden)

About Illinois American Water - Illinois American Water, a subsidiary of American Water (NYSE: AWK), is the largest investor-owned water utility in the state, providing high-quality and reliable water and/or wastewater services to approximately 1.3 million people. American Water also operates a customer service center in Alton and a quality control and research laboratory in Belleville. With a history dating back to 1886, American Water is the largest and most geographically diverse U.S. publicly traded water and wastewater utility company. The company employs more than 6,800 dedicated professionals who provide regulated and market-based drinking water, wastewater and other related services to 15 million people in 46 states. American Water provides safe, clean, affordable and reliable water services to our customers to make sure we keep their lives flowing. For more information, visit amwater.com and follow American Water on [Twitter](#), [Facebook](#) and [LinkedIn](#).

Illinois American Water ranked #1 in Customer Satisfaction with Large Water Utilities in the Midwest according to the J.D. Power 2020 Water Utility Residential Customer Satisfaction Study

For J.D. Power 2020 award information, visit jdpower.com/awards

Contacts

Karen Cotton, External Affairs Manager, 309.566.4126 or karen.cotton@amwater.com

FINANCIAL FOCUS

Pipeline of water and wastewater acquisitions robust at the start of 2021

Wednesday, February 3, 2021 12:54 PM ET

By Heike Doerr
Market Intelligence

Water utilities are expected to continue strategically expanding their regulated operations through a growth-via-consolidation strategy. Considerable opportunities exist to acquire water and wastewater assets from financially constrained municipalities. On Essential Utilities' Jan. 11 guidance call with investors, Chairman, President, and CEO Christopher Franklin said the "acquisition pipeline remains robust" and that the company expects "to sign over \$100 million of new deals in 2021."

The new year kicked off with Essential Utilities Inc. announcing two sizable wastewater transactions in the company's largest jurisdiction. The company has six acquisitions pending, representing approximately \$438 million of rate base and approximately 227,000 equivalent retail customers or equivalent dwelling units.

Essential's largest pending transaction is the \$276.5 million acquisition of the Delaware County Regional Water Quality Control Authority, or DELCORA, which is expected to close in the second quarter, pending Pennsylvania Public Utility Commission approval. First announced in September 2019, the transaction recently hit some regulatory hurdles, as the administrative law judges assigned to the case recommended that the PUC deny Aqua Pennsylvania Wastewater Inc.'s application because it "failed to meet its burden of proof" with respect to the following reasons: it "failed to establish a record ... that the proposed acquisition promotes the service, accommodation, convenience and safety of the public in some substantial way"; it did not clarify "the outstanding issues surrounding DELCORA's legal ability to transfer assets subject to the asset purchase agreement"; and it failed to include its rate stabilization plan in the application.

On Jan. 20, the York City Council voted in favor of selling the city's wastewater system to American Water Works Co. Inc. subsidiary Pennsylvania American Water Co. for \$235 million. York has approximately 14,000 sewer customers and additionally treats the wastewater generated by seven surrounding municipalities at its wastewater treatment plant. The city put out a request for proposal for the system in July 2020 and indicated in late December that American Water's bid was one of four it had received. Considering that an asset purchase agreement has not yet been signed, the transaction is not included in the following table.

Selected pending water utility transactions

| Announced date | Seller/Municipality | State | Buyer | Utility type | Transaction value (\$M) | Connection count |
|----------------|---|-------|---------------------------------|--------------|-------------------------|------------------|
| 01/30/21 | Willistown Township | PA | Essential Utilities | Wastewater | 17.5 | 2,300 |
| 01/18/21 | East Whiteland Township | PA | Essential Utilities | Wastewater | 55.0 | 8,200 |
| 12/08/20 | Brentwood Borough | PA | American Water | Wastewater | 19.0 | 4,000 |
| 12/08/20 | Keauhou Community Services, Inc. | HI | California Water Services Group | Wastewater | NA | NA |
| 10/29/20 | Gunner Ranch Inc. | CA | California Water Services Group | Wastewater | | |
| 10/05/20 | Morning Star Water System (Animas Valley Land and Water Co., LLC) | NM | California Water Services Group | Water | NA | 2,000 |
| 09/24/20 | Lower Makefield Township | PA | Essential Utilities | Wastewater | 53.0 | 11,000 |
| 09/17/20 | Page-Kincaid Public Service District | WV | American Water | Water | NA | 650 |
| 08/04/20 | Town of East Bank | WV | American Water | Water | NA | 395 |
| 08/03/20 | The Commons Water Supply, Inc. | TX | Essential Utilities | Water | NA | 1,000 |

As of Feb. 2, 2021.

NA = not available; WW = wastewater
Source: S&P Global Market Intelligence

Recently completed transactions

EPCOR Water (USA) Inc. quickly completed the acquisition of the troubled Johnson Utilities water and wastewater utility, announced Oct. 5, 2020. EPCOR had been operating the system for several years since the Arizona Corporation Commission selected EPCOR as interim manager in July 2018, a decision upheld in Superior Court. This was preceded by a multitude of customer service complaints, including water supply issues and sewer overflows, and federal bribery charges against Johnson Utilities' owner.

Essential Utilities ended 2020 by completing the acquisition of New Garden Township's wastewater assets, which was the first transaction approved by the PUC using the concept of fair market valuation since its advent in the summer of 2017. The regulatory approval had been held up in legal challenges, and the ruling approving the transaction was ultimately upheld.

Selected completed water utility acquisitions

| Transaction closing date | Seller/Municipality | State | Buyers/Investors | Utility type | Transaction value (\$M) | Connection count |
|--------------------------|---|-------|---------------------------------|--------------|-------------------------|------------------|
| 01/29/21 | Johnson Utilities | AZ | EPCOR USA | Water/ WW | NA | 66,600 |
| 12/22/20 | New Garden Township | PA | Essential Utilities | Wastewater | 29.5 | 2,100 |
| 12/17/20 | Winola Water Co. | PA | American Water | Water | NA | 28 |
| 12/10/20 | Four Lakes Village Condominium Homeowners Association | IL | American Water | Water | NA | 57 |
| 12/04/20 | Amblebrook Gettysburg Water and Wastewater Systems | PA | The York Water Co. | Water/ WW | NA | NA |
| 11/03/20 | Kalaeloa Water Company, LLC | HI | California Water Services Group | Water/ WW | NA | NA |
| 10/22/20 | Long Hill Twp, NJ | NJ | American Water | Wastewater | 12.7 | 2,800 |
| 10/13/20 | Borough of Kane Authority | PA | American Water | Wastewater | 17.5 | 2,100 |
| 10/06/20 | Jerseyville | IL | American Water | Water/ WW | 43.3 | 8,200 |
| 09/28/20 | Letterkenry Township Municipal Authority | PA | The York Water Co. | Wastewater | NA | NA |
| 09/25/20 | Granite City | IL | American Water | Wastewater | 18.0 | 12,500 |
| 08/20/20 | Brooke Water LLC | AZ | EPCOR USA Inc. | Water | NA | 2,100 |
| 08/03/20 | Delaware City | DE | Artesian Resources Corp. | Water | 2.1 | 800 |

As of Feb. 2, 2021.

NA = not available; WW = wastewater

Source: S&P Global Market Intelligence

For a complete, searchable listing of RRA's in-depth research and analysis, please go to the S&P Global Market Intelligence Energy Research Library.

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Appendix A-5.2 (ScottMadden)

Council of the City of York, PA

Session 2020

Bill No.

Ordinance No.

INTRODUCED BY: **Sandie Walker**

DATE: **November 17, 2020**

AN ORDINANCE

Amending Article 933 “Sewer Rentals” of the York City Codified Ordinances to increase fees.

WHEREAS, Article 933 of the York City Codified Ordinances provides monthly sewer fees for all persons owning property connected to the sewer system and served with metered water service by the Water Company; and,

WHEREAS, it has been determined an increase is necessary to cover the cost of service;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of York, Pennsylvania, that Article 933 “Sewer Rentals” of the York City Codified Ordinances is hereby amended as follows:

Section One: That Article 933.03 (a) “Annual Sanitary Sewer Rates” of the York City Codified Ordinances is amended as follows:

933.03 ANNUAL SANITARY SEWER RATES.

Rates for Domestic and Commercial Metered Water Users. All persons owning property used for domestic or commercial purposes which property is connected to the sewer system and served with metered water service by the Water Company shall pay a monthly rental for sanitary sewage service based on quantity of water used as evidenced by meter readings of water meters installed and maintained by the Water Company for the purpose of measuring water purchased from such Water Company and such other meters as may be installed pursuant to the provisions of this article, and subject to the minimum charges hereinafter provided as follows:

(a) Monthly quantity charge.

For each 1000 gallons per month: ~~\$9.10~~ **\$12.85**

(b) Minimum charge. All domestic and commercial users shall pay a minimum charge of \$18.00 per month which shall entitle such users to ~~1865~~ **1400** gallons per month sewer service.

(Ord. 2-2017. Passed 1-17-17.)

Appendix A-5.2 (ScottMadden)

Bill No. _____, Ordinance No. _____, Session 2020
Page 2

Section 2: That Article 933.04 (a) “Industrial Waste Discharge” of the York City Codified Ordinances is amended as follows:

933.04 INDUSTRIAL WASTE CHARGE.

(a) Sewer Rent or Charge for Industrial Wastes. The sewer rent or charge for the collection and treatment of industrial wastes discharged into the sewer system by industrial users, shall be a quarterly charge based upon the water consumption, adjusted for that portion determined to be sanitary sewage, of the property served and shall be computed at the following standard metered rates:

For each 1000 gallons per month ~~\$9.10~~ **\$12.85**
(Ord. 2-2017. Passed 1-17-17.)

Section 3: This ordinance shall become effective in accordance with the law.

PASSED FINALLY:

BY THE FOLLOWING VOTE:

YEAS: _____, _____, _____, _____, _____

NAYS: _____.

Henry Hay Nixon, President of Council

ATTEST:

Dianna L. Thompson-Mitchell, City Clerk

Presented to the Mayor for approval this _____ day of _____.

Approved: _____
Mayor
Date

Vetoed: _____
Mayor
Date



DRAFT

CGA Professional Center
135 North George Street
York, PA 17401
717.893.2636
www.hrg-inc.com

December 10, 2019

THIS IS A DRAFT REPORT

Capital Improvements Planning,
Funding, and Financing

YORK CITY SEWER AUTHORITY
YORK COUNTY, PENNSYLVANIA

HRG Project No. R008062.0425

Appendix A-5.2 (ScottMadden)

CAPITAL IMPROVEMENTS PLANNING, FUNDING AND FINANCING FOR YORK CITY SEWER AUTHORITY

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DRAFT

**Report on the Capital Improvements Planning, Funding, and Financing
Prepared by Herbert, Rowland & Grubic, Inc.
December 10, 2019**

**THE REPORT AND THE ACCOMPANYING APPENDICES ARE
INTENDED FOR DISCUSSION PURPOSES ONLY**

INTRODUCTION

Purpose

This report is prepared in accordance with our agreement dated November 20, 2018, between Herbert, Rowland & Grubic, Inc. (HRG) and the York City Sewer Authority (YCSA). The agreement included seven tasks that are summarized below:

- 1) *Meet with YCSA solicitor to obtain access to critical documents including:*
- 2) *Meet with YCSA Engineer to discuss current project list.*
- 3) *Conduct an informal "walk through" of WWTF with YCSA and other invited guests.*
- 4) *Identify available public sources for financial and operational information on the operation of the York City Sewer Fund.*
- 5) *Meet with York City and connected municipality officials to request information and discuss their involvement and needs in relating to the WWTF and operations of their individual wastewater collection and treatment systems.*
- 6) *Prepare draft report with preliminary findings.*
- 7) *Attend YCSA meetings as requested.*

Scope

Our report is based on information obtained in the documents, reports, interviews, and discussions presented above along with other publically available information published online including the City of York's Budgets for 2016-2019, financial statements for 2016 and 2017 and continuing disclosure information filed in accordance with the terms of YCSA's bond issues. In addition, we have reviewed publically available documents issued by the City of York (the "City") in connection with a proposed concession agreement in 2015.

Summary

HRG has identified over \$36 million of capital improvements needed within the next five years. These generally are construction cost estimates, however, most projects will require additional engineering, legal and financing costs which will add to the amount of financing needed. We have estimated that approximately \$45 million dollars of new financing will be required. This amount could be higher because project costs will likely increase as individual projects are designed and construction costs increase due to inflation. Some project costs may be lower because the projects are a low priority and abandoned or are financed through the City's budget

We have developed a prioritized listing based on the individual project's effect on permit compliance. YCSA is the permit holder and since 2014, they have received twenty-two Notices of Violation (NOVs) from the PA Department of Environmental Protection (DEP) for various events related to the operation of the plant and interceptors, equipment failures, and the need to upgrade or replace treatment units or their components. Operational efficiency, reliability and higher maintenance costs are also impacted by aging equipment and availability of replacement parts.

Appendix A-5.2 (ScottMadden)

DRAFT

Traditionally, major capital projects have been funded largely through the issuance of debt by the YCSA. These include long-term municipal bonds and bank loans with the accompanying debt service paid by all the municipal partners in accordance with the amount of their allocated capacity. All YCSA borrowings are guaranteed by the City and the interest rate on these borrowings reflects the City's credit rating. Bond issuance and the use of proceeds are governed by existing financing documents, including a 1987 bond indenture and subsequent amendments, and lease agreement between the City and YCSA as amended. As an alternative, the YCSA may want to pursue funding from the Pennsylvania Infrastructure Investment Authority (PENNVEST). PENNVEST offers subsidized interest rate loans and grants to fund water, sewer, and storm water projects based on available funding. Interest rates are determined using a variety of economic factors including median income, unemployment rate, the project's impact on public health, public safety and economic impact. PENNVEST's current interest rates range from a minimum of 1.0% to 2.033%, the cap rate for York County. Using the minimum interest rate of 1.0% for 20 years, the annual debt service would be roughly \$2.5 million per year or approximately one million dollars less than the estimated bond issue.

The wastewater treatment facility (WWTF) is owned by the YCSA and leased to the City for operation. It treats wastewater collected in six surrounding municipalities ("Municipalities") and the City under the terms of an Inter-Municipal Sewer Service Agreement (IMA) from 1976 with subsequent amendments. The principal purpose of the IMA was to finance an upgrade and expansion of the WWTF. Each Municipality agreed to pay their pro-rata share of the financed project cost based on their reserved capacity in the expanded WWTF, and to pay pro-rata operation and maintenance costs (the "O&M") based on their flow. The IMA allows Municipalities to make a lump sum payment or to participate in the annual debt service on their pro-rata portion of the monies borrowed to finance the project. The IMA also provides for the collection of a transportation fee to cover the costs of repairs to the YCSA-owned interceptor sewers that convey wastewater to the WWTF.

The IMA establishes an audit procedure and annual audit to verify actual O&M costs and amounts billed to the Municipalities by the City. Generally accepted accounting principles recognize the difference between operating costs and capital expenditures, but the IMA does not specifically address the question of capital additions and replacements, instead only referring to a \$100,000 threshold that could result in a rate adjustment. A revision to the IMA proposed in 2017 but not adopted does not appear to provide a working definition of a capital expenditure for billing purposes.

This is an important distinction because O&M costs are allocated to each Municipality based on flow while debt service is allocated based on reserved capacity as contained in the IMA. How a particular expenditure is categorized will impact each Municipality's annual cost differently. The City is responsible for a greater share if a particular cost is financed since the debt service is allocated based on Reserved Capacity. If an expense is considered O&M, the cost is distributed based on flow. Neither the IMA nor the City's audited financial statements appear to define an asset capitalization policy for the WWTF expenditures in particular. This has resulted in projects being delayed due to a lack of funds and is one of the reasons that the WWTF needs over \$36 million of capital improvements.

Ideally, funds should be available to fund necessary improvements as they are needed. It is often desirable to have a capital reserve account in order to make improvements without having to wait for sufficient cash flow or arrange financing. One approach would be for YCSA's engineer to annually provide the City a recommended list of improvements and a budget for preventative maintenance, major maintenance, and capital expenditure items covering the next three years. However, this approach is not addressed in the IMA.

Based on the engineer's determination items can be included in the annual budgets as maintenance and funds deposited to a maintenance reserve account until the projects can be undertaken. Larger capital

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projects can be grouped together and financed. Also, the IMA allows Municipalities to make lump sum contributions for capital projects, and, for some smaller projects, this contribution approach might be a preferred alternative to incurring additional debt.

Furthermore, the IMA does not appear to provide a sound basis for providing funds for operation, maintenance, and capital reinvestment. In particular, our review of O&M, transportation, and debt service billings identifies some of these deficiencies, which are due, in part, to the City's declining customer base, the availability of qualified workforce, available cash flow, and financing capability.

In order to address the capital needs and provide some support for the City's finances, the City attempted to obtain proposals from private parties for a fifty-year concession lease on the City's sewer system including the WWTF in 2015. Although three large, regulated utilities appeared interested, no proposals were ever submitted. Among the reasons given for not bidding were the magnitude of the needed capital investments, limits on user rate increases, workforce maintenance requirements, and the cost-sharing nature of the IMAs.

Also, it was widely believed that the IMAs are perpetual, although Section 12 of the IMA does seem to allow for the renegotiation of the IMA when all YCSA bonds are fully retired. Full payment of all outstanding YCSA bonds would also discharge the 87 Indenture. A renegotiated IMA might also allow establish a process for funding a capital reserve account to pay for major maintenance, equipment replacements, and other capital additions as needed.

CAPITAL IMPROVEMENTS PLANNING AND FUNDING

The Capital Improvement Plan ("CIP")

The WWTF was originally constructed by the City in 1915 and upgraded and expanded over the decades in response to population growth, economic expansion, and increased regulations. Much of the plant's equipment was installed 1981 as part of the upgrade and expansion project completed in 1987. Between 2007 and 2012, approximately \$45 million dollars was reinvested in the plant. About half of these expenditures were related to compliance with new permit regulations and half related to replacement and upgrades of existing equipment. However, many major treatment units have now reached the end of their useful life which has effected the plant's ability to comply with the requirements of its operating permit. HRG has prioritized the completion of capital improvements which are directly related to compliance of the WWTF with its NPDES Permit for effluent discharge and with a Consent Order & Agreement (COA) with the Pennsylvania Department of Environmental Protection ("DEP"), or which reduce the potential for future Notices of Violation ("NOVs") from DEP. A number of these projects have been identified by the WWTF's operations staff to be in process through design activities or the direct purchase and installation of materials and treatment equipment. An immediate pursuit of funding providing for the design and construction of these improvements should be undertaken by the YCSA.

Over the past six years, YCSA has been issued twenty-two NOVs for a variety of reasons. Many of these NOVs are related to failure to meet permit limits, some of these can be traced to equipment failure, others to operational errors, some were weather related. Equipment failure can be attributed to the lack of adequate funding while other NOVs are attributable to adequate management and supervision. During the period of the NOVs, there was considerable turnover in the plant manager position after the retirement of the longtime manager in August of 2012. Throughout this period, the position remained vacant or filled by short term employees until early 2017 when the present manager was hired. The lack of continuity in leadership often results in inconsistency in operating and maintenance policies and procedures.

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Included in the compliance-related projects is the replacement of the WWTF's existing Supervisory Control and Data Acquisition (SCADA) system. During our meeting with the WWTF's operations staff, it was noted that the current system is highly unreliable and provides false indications relative to equipment operations and the generation of reports, which have been found to be inaccurate. Contributing to the poor performance of the SCADA system is its reliance on current equipment from multiple manufacturers that is not compatible with one another. The staff has indicated that the replacement of the SCADA system is considered a vital component of ensuring compliance with the WWTF's NPDES Permit.

Also included as a high priority is the re-establishment and full utilization of the work order system. The system previously implemented by the staff was able to generate work orders to be carried out by the various members of the operations staff, including preventive maintenance, which prolongs the life of the equipment and may allow the YCSA to defer replacement projects.

High priority projects include a number of capital improvements that are intended to eliminate recent NOVs at the WWTF and provide for the timely replacement of critical treatment equipment. A number of investigative efforts are required to fully identify the scope of the high priority capital projects, such as bench testing and full-scale trials of various treatment chemicals, an investigation of the cause of non-compliance with NPDES Permit limits for ammonia-nitrogen, and inspection of existing equipment to determine repairs that are required to extend useful life of these components.

Included in the listing as medium- to high-priority projects are the energy conservation initiatives. These projects include the primary digester conversion and the food-to-energy projects. The projects are intended to increase revenue and/or decrease operations costs through increased generation and utilization of biogas. However, these projects appear to have minimal impact on the WWTF's ability to maintain consistent compliance with its NPDES Permit and the ability to finance these projects should be carefully evaluated in comparison to the identified compliance projects.

It is important to note that our report provides recommended capital projects to be performed at the WWTF only and does not include an analysis of capital projects required to be performed on the YCSA's conveyance system. Similarly, HRG has not performed an analysis of collection system improvements or rehabilitation projects that are recommended to be performed within the Municipalities. It is further assumed that each Municipality will be responsible to undertake capital projects that are required in order to ensure their compliance with the existing IMA and regulatory requirements, and for proper function of their respective collection systems. Collection system rehabilitation efforts within the Municipalities are considered vital to successful operation of the WWTF based on information provided by the WWTF operations staff pertaining to peak flows at the plant that have caused compliance issues with the facility's NPDES Permit. YCSAA is impacted by excess infiltration and inflow (I/I) reaching the WWTF in the form of increased treatment costs. Equitable billing for these flows is difficult because the Municipality is currently billed based on a combination of metered flow, metered water consumption, and an assumed flow of 350 gallons per day for each connected non-metered Equivalent Dwelling Unit (EDU).

A complete prioritized listing of capital projects is included in Appendix A to this report.

One of the central questions concerning the CIP is whether to include costs related to the full restoration of the plant's capacity to 26.0 million gallons per day (MGD) as permitted by the NPDES Permit, or continue to operate at the reduced capacity of 18.0 MGD as limited by the permit until Train 3 has been updated to remove various nutrients.

HRG reviewed the flow records included in the Chapter 94 reports for the past seven years (2012-2018) and the estimated peak flows for the next five years (2019-2023). The average daily flow for each year is shown in the table below:

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| | Maximum Three Month Average Daily Flow MGD | Reduced Permitted Capacity MGD | Permitted Capacity MGD |
|------------------|---|---|------------------------------|
| Actual | | | |
| 2012 | 11.775 | 18.0 | 26.0 |
| 2013 | 12.317 | 18.0 | 26.0 |
| 2014 | 14.603 | 18.0 | 26.0 |
| 2015 | 11.037 | 18.0 | 26.0 |
| 2016 | 13.574 | 18.0 | 26.0 |
| 2017 | 10.875 | 18.0 | 26.0 |
| 2018 | 16.194 | 18.0 | 26.0 |
| Estimated | | | |
| 2019 | 13.511 | 18.0 | 26.0 |
| 2020 | 13.849 | 18.0 | 26.0 |
| 2021 | 14.378 | 18.0 | 26.0 |
| 2022 | 14.684 | 18.0 | 26.0 |
| 2023 | 15.111 | 18.0 | 26.0 |

The estimated flow is based on individual Municipalities reporting development within their municipality and a peaking factor. The estimated hydraulic increase for 2019-2023 is 1.523 MGD. The peaking factor takes into consideration seasonal variations in flow and accounts for wet weather events. The five-year average peaking factor ration used to project maximum three-month flow for 2019-2023 was 1.22.

We also looked at the population growth projections prepared by York County Planning Commission (YCPC) in order to see which areas are likely to grow over the next twenty years. With the exception of York and Manchester Townships, the population of York County is expected to grow only modestly over the next twenty years. The table in Appendix B provides the breakdown by municipality according to YCPC.

YCPC estimates the total population of the Municipalities to increase by 19,531 persons in the next 20 years. These projections are for the entire Municipality, not only the portions served by the WWTF, meaning that some of the increased population may not be served by WWTF. Using the planning average of 100 gallons per day per capita and the peaking factor of 1.22, the estimated increase in the average daily flow over the next 20 years will be less than 2.0 MGD, with a more realistic estimated increase of 1.0 – 1.25 MGD.

Based on the estimated growth included in the Municipalities' Chapter 94 reports, YCPC's population projections, and the 1.22 peaking factor, the maximum three-month average daily flow is likely to be less than 15.7 MGD. This suggests that the 18.0 MGD reduced permit capacity will be sufficient until at least 2040 and costs to restore the full plant capacity of 26.0 MGD can be deferred.

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Capital Improvement Funding

Traditionally, YCSA has financed major capital projects through the issuance of debt. These include long-term municipal bonds and bank loans. Debt service and coverage is paid by all the municipal partners in accordance with IMA. Each Municipality's pro-rata share of the debt service payment amount is based on their Reserved Capacity. All YCSA's borrowings are guaranteed by the City and the interest rate on these borrowings reflects the City's credit rating. Bond issuance and the use of proceeds are all governed by existing financing documents, including the 1987 Bond Indenture (the "87 Indenture") as amended and amended lease agreements.

According to the 2017 Audit Report prepared by Maillie, Certified Public Accountants, YCSA had outstanding debt of \$38,262,814 at the end of 2017. A breakdown of debt by issue is included in Appendix C. Because cash flow is integral to funding future capital projects, we reviewed the debt service billings for 2016-2018, the results of this review are also included in Appendix C.

Projects that are not financed are completed using funds in YCSA's Bond Redemption and Improvement Fund (BRIF) or the City's Treatment Plant Operation and Revenue Fund where the cost is distributed to the Municipalities based on flow. Because of the difference in cost allocation methods, the definition of a capital project—which suggests the issuance of debt or use of the funds in the BRIF—is often unclear.

Based upon its prioritized capital plan, HRG has identified over \$36 million of capital improvements needed within the next five years. These generally are construction cost estimates; however, most projects doubtlessly will require additional engineering, legal and financing costs which will add to the amount of financing needed. We have estimated that approximately \$45 million dollars of new financing will be required to complete the needed capital improvements. This amount could be higher because project costs will likely increase as individual projects are designed and construction costs increase due to inflation. Some project costs could be lower if the projects are a low priority and completed internally or are financed through the City's budget.

Although municipal interest rates are relatively low, the City's interest rates on current sewer debt maturing in 2027 is 4.55%. We have not attempted to estimate a current rate for new debt, but have calculated annual debt service on \$45 million using 4.55% for 20 years. This results in annual debt service of approximately \$3,500,000. The current trust indenture requires five percent, or \$175,000, coverage for a total annual payment to be added to user rates of \$3,675,000. If a different financing strategy were to be pursued using multiple bond issues, the total annual debt service will likely to be higher. This type of conventional borrowing would require a City guaranty and amendment to the existing lease agreement and would be secured by the current trust indenture.

As an alternative, the YCSA may want to pursue funding from the Pennsylvania Infrastructure Investment Authority (PENNVEST). PENNVEST offers subsidized interest rate loans and grants to fund water, sewer, and storm water projects based on available funding. Interest rates are determined using a variety of economic factors including median income, unemployment rate, the project's impact on public health, public safety and economic impact. PENNVEST's current interest rates range from a minimum of 1.0% to 2.033%, the cap rate for York County. Their standard repayment term is twenty years, but it may be extended in order to meet affordability standards. Using the minimum interest rate of 1.0% for 20 years, the annual debt service would be roughly \$2.5 million per year or approximately one million dollars less than the estimated bond issue.

Recently, PENNVEST announced a new multi-year, multi-project funding program, Programmatic Financing or Pro-Fi. This program is designed to fund larger municipalities' capital plans. It is a program that YCSA could use to fund the entire capital plan. This program is funded by monies from the federal

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government and has rigid terms and conditions. There is a fixed twenty-year repayment term, interest at County cap rate, (1.562 and 2.088). All other federal contracting requirements also need to be met including Davis-Bacon wage rates.

Under certain conditions, PENNVEST may not require parity security with existing outstanding debt. The YCSA may find this desirable since their current financing documents, trust indenture and lease agreement are cumbersome. Modifications are difficult and we have been informed that it is nearly impossible to replace these documents until all debt issued under them has been discharged. A PENNVEST financing outside the indenture would allow all existing debt to be retired by 2027.

The YCSA does not have an independent revenue stream, so a City guaranty will be required regardless of financing method pursued by the YCSA unless there is a modification to the IMA which creates a dedicated revenue stream sufficient for the YCSA to make all debt service payments when due.

Currently, a City guaranty may not easily be obtained. The City's financial condition, like many cities in Pennsylvania, is affected by pension liabilities, rising costs of providing services, and declining economic activity and tax base. Other factors, such as the timeliness of financial audits and continuing disclosure requirements, have combined to reduce the City's credit worthiness as reflected in recent bond ratings and higher borrowing costs. These factors may result in greater scrutiny and hesitancy by City officials to approve or guarantee new debt.

All sewer-related debt service is allocated to each Municipality under terms of the IMA. The allocation is based on the amount of Reserved Capacity each Municipality has in the wastewater treatment facility as listed in the table below:

| Municipality | Reserved Capacity GPD | % |
|------------------------|--------------------------------------|----------------|
| City of York | 12,080,100 | 46.49% |
| York Township | 3,363,000 | 12.93% |
| Manchester Township | 2,434,900 | 9.36% |
| Spring Garden Township | 3,011,500 | 11.58% |
| W. Manchester Township | 3,394,200 | 12.99% |
| North York Borough | 531,200 | 2.04% |
| West York Borough | 1,200,500 | 4.61% |
| | <u>26,015,400</u> | <u>100.00%</u> |

Subject to further legal review and interpretation, the IMA appears to allow each Municipality to make a single lump sum capital contribution for their pro-rata share of the cost of a capital improvement. This may be a viable alternative if conventional or PENNVEST financing is not readily available at a competitive interest rates.

The use of PENNVEST funds will have bidding and contracting requirements. Many of these public entities are already required to comply with under state law but others may require additions to YCSA contracting documents and bidding schedule. PENNVEST financing may require some organizational changes in order to create the reliable revenue stream needed to eliminate the City's guaranty and allow PENNVEST to accept a second lien position. The second lien position may also allow the creation of the capital reserve

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account since there is no deposit to the BRIF and there is no Debt Service Reserve Fund Deposit, as required by a typical bond issue.

IMPLEMENTATION AND INSTITUTIONAL STRUCTURE

Review of Inter-municipal Agreement

The principal purpose of the IMA was to finance an upgrade and expansion of the WWTF. Each Municipality agreed to pay their pro-rata share of the project cost based on their reserved capacity in the WWTF and to pay operation and maintenance costs (the "O&M") based on their annual flow. The IMA allows for Municipalities either to make a lump sum payment for their portion of a capital project's cost, or to participate in the annual debt service on monies borrowed to finance the project. To date, all Municipalities have elected to participate in annual debt service. The City bills principal and interest along with 5.0% debt service coverage required by the 87 Indenture that secures all of YCSA's bonds. The 5% coverage is deposited to YCSA's BRIF also established by the 87 Indenture.

The IMA also provides for the collection of a transportation fee to cover the costs of repairs to the interceptor sewers that convey wastewater to the WWTF. The fee is calculated at four cents (\$.04) per thousand gallons of wastewater transported through the City's sewer system. The IMA requires that these funds be held by the City in a separate account for the benefit of the Municipality paying the fee. Not all flow conveyed to the WWTF is transported through the City's sewer system resulting in some Municipalities paying the fee on all flow while others pay the fee on only a portion of their flow. For example: Manchester Township owns the interceptor conveying its wastewater to the plant and pays the transportation fee only on flow recorded by flow meter MN03, while York Township pays the transportation fee based on 100% of the wastewater conveyed to the WWTF.

Section 8, Paragraph 7 of the IMA establishes an audit procedure and relies on the annual audit to verify actual O&M costs and amounts allocated to the Municipalities by the City. This audit is to contain: *"such management letters and other documentation as required by applicable American Institute of Certified Public Accountant audit guides and related opinions"*. Generally accepted accounting principles recognize the difference between operating costs and capital expenditures that result in periodic depreciation. However, the IMA does not specifically address the question of capital additions and replacements, instead only referring to a \$100,000 threshold that could result in a rate adjustment. A revision to the IMA, proposed in 2017 but not adopted, also does not appear to provide a working definition of a capital expenditure for billing purposes.

This is an important distinction because O&M costs are allocated based on metered and estimated flows while debt service is allocated based on reserved capacity. How a particular expenditure is categorized will impact each Municipality's annual cost differently.

The current reserved capacity 2018 flow for each Municipality is shown in the following table:

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Reserved Capacity - 2018 Chapter 94 Flow- O&M Billings

| Municipality | Reserved Capacity GPD | % | 2018 Chapter 94 GPD | % | 2018 Treatment Cost \$ | % |
|--------------------|-----------------------------|----------------|---------------------------|----------------|------------------------------|----------------|
| City of York | 12,080,100 | 46.49% | 5,579,554 | 40.38% | \$ 2,939,500 | 34.99% |
| York Twp. | 3,363,000 | 12.93% | 1,435,100 | 10.39% | 1,133,532 | 13.49% |
| Manchester Twp. | 2,434,900 | 9.36% | 1,556,703 | 11.27% | 934,716 | 11.13% |
| Spring Garden Twp. | 3,011,500 | 11.58% | 1,777,406 | 12.86% | 1,177,960 | 14.02% |
| W. Manchester Twp. | 3,394,200 | 12.99% | 2,570,304 | 18.60% | 1,064,233 | 12.67% |
| N. York Borough | 531,200 | 2.04% | 205,240 | 1.49% | 146,133 | 1.74% |
| W. York Borough | 1,200,500 | 4.61% | 692,693 | 5.01% | 888,740 | 10.58% |
| Springettsbury | - | | | | 115,842 | 1.38% |
| Totals | 26,015,400 | 100.00% | 13,817,000 | 100.00% | \$ 8,400,657 | 100.00% |

The above table was compiled based on flow data provided by the Municipalities in their respective Chapter 94 reports submitted to the City for inclusion in YCSA's submission to DEP, and from invoices prepared by the City's billing the Municipalities. The Reserved Capacity is currently established by the amended IMA. It should also be noted that the Chapter 94 flow data is not the basis for billing. Treatment cost is the amounts invoiced and is computed based on budget allocation using metered and estimated flow data. We did not have billed flow data for 2018 and did not attempt to reconcile Chapter 94 flow and treatment costs.

Our analysis of O&M billings and flows are included in Appendix D. The table illustrates that the City is responsible for a greater share of a cost if it is financed since debt service is allocated based on Reserved Capacity. If a cost is considered to be O&M, it is distributed based on the percentage of flow. Because the IMA does not provide a definition of capital costs, the City determines how a particular cost is categorized and, ultimately, the source of funding for that cost.

This is complex decision because it is not always feasible to borrow funds to finance an individual capital improvement. Interest rates may not be favorable when the project is needed. There are upfront costs associated with borrowing, each new debt requires an amendment to the Lease between YCSA and the City in order to provide for the new debt service that must be approved by City Council. Rating agencies review each borrowing, which can affect the City's credit rating and the cost of borrowing for other City projects. Like many municipalities in Pennsylvania, the City's financial strength is under constant review and the ongoing financial investments in the WWTF places even greater stress on the City's credit rating and cash flow. Neither the IMA nor the City's audited financial statements appear to define an asset capitalization policy for the WWTF expenditures in particular. This has resulted in projects being delayed due to a lack of funds.

Ideally, sufficient funds would be available to fund improvements as they are needed, especially those improvements related to operating permit compliance. Also, it is often desirable to have funds in a capital reserve account to make major repairs and improvements quickly without having to arrange financing, which can be time consuming and costly if the amounts needed are modest. It is easy to see the benefits of having such a fund, but identifying a source of funding and determining how and when funds are used is more difficult since this approach is not addressed in the IMA.

Because capital investments are needed on a regular basis due to the physical wear out and aging, it is often difficult to distinguish between typically O&M-related maintenance projects and the cost of new or

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refurbished facilities that should be financed by YCSA debt. Simply stating a dollar limit for expenditures may not provide a satisfactory solution to the funding question because of the differing allocation percentages between O&M and debt service.

One approach would be for YCSA's engineer to annually provide the City a recommended list of improvements and a budget for preventative maintenance, major maintenance, and capital expenditure items covering the next three years. Based on the engineer's determination, certain items can be included in the annual budgets as maintenance and funds for their completion deposited to a maintenance reserve account until the projects are undertaken. Larger capital projects can be grouped together and financed with the debt service allocated based on Reserved Capacity. Also, the IMA allows Municipalities to make a lump-sum contribution for their portion of a capital project's cost, and, for some smaller projects, this lump-sum contribution approach might be a preferred alternative to incurring additional debt. The contributions would be assessed based on the Municipality's Reserved Capacity and funds deposited in a capital reserve account until the projects begin. However, the current IMA does not appear to authorize either of the billing additions.

The IMA and existing Lease do not appear to provide a sound funding basis for operation, maintenance, and capital reinvestment for the WWTF. In particular, our review of O&M, transportation, and debt service billings identifies some of these deficiencies, all of which are exacerbated by the City's declining customer base, the availability of qualified workforce, available cash flow, and financing capability. We have noted:

- Billings for O&M expenses do not appear to reflect contributed flow. Without the budget worksheet and audits, it is difficult to reconcile amounts billed with actual costs incurred. At present, billings are based on a formula that takes into account metered flows, potable water consumption, and an assumed flow based on 350 gallons per day per EDU.
- Billings for transportation charges provide little revenue and do not appear to be segregated as required by the IMA
- Billings for debt service have been issued irregularly, have had different formats, and may not have included all debt service and coverage, especially for the 2011 CFA loan.
- YCSA, the owner of the facilities and the holder of the operating permit, has little control over monitoring operations and implementation of capital improvements due to the need for City approval of lease amendments and financing guaranty.

In order to address the capital needs and provide some support for the City's finances, in 2015 the City attempted to obtain proposals from private parties for a fifty-year concession lease on the WWTF and the City's sewer collection system. Although three large, regulated utilities appeared interested, no proposals were ever submitted. Based on HRG's discussion with two of the three, there were several reasons why no bids were offered. Among them were the magnitude of the required capital investments, limits on user rate increases, workforce maintenance requirements, and the cost sharing nature of the IMA. Also, it is widely believed that the IMA is perpetual, although Section 12 of the IMA does seem to allow for the renegotiation of the IMA when all YCSA bonds are fully retired.

"Notwithstanding any provisions herein to the contrary, this agreement shall be entirely renegotiated by the City and Municipality upon the final retirement of the bonds issued by the Authority of York Pennsylvania, which are issued to finance the construction of the 1976 additions of the sewage disposal plant of the city... as well as any additional bonds which may be issued by said Authority to finance the cost of any necessary or required additions, extension, enlargement or improvements to said City Wastewater Treatment Plant for the operation thereof."

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Clearly, a triggering mechanism to renegotiate the IMA is the full discharge of the bonded debt under the indenture. This would allow for revisions that distribute the capital costs identified in the CIP and O&M costs among the Municipalities better. It might also allow for the establishment of a capital reserve account to fund major maintenance, equipment replacements, and other capital additions as needed.

Institutional Structure:

Currently, YCSA's bonds are to be fully paid in 2027. The CIP identifies several critical improvements that are necessary in 2019 and 2020 in order to be in compliance with the NPDES Permit. This suggests that some interim steps may be beneficial. Our report has identified PENNVEST as a possible solution to funding the most immediate needs. There are many benefits to this approach that are discussed under the PENNVEST financing alternative, but one of the principal benefits is that the PENNVEST debt may be issued as non-parity debt outside of the terms of the 87 Indenture. This would allow the 87 Indenture to terminate in 2027.

Obtaining non-parity debt from PENNVEST might require YCSA to take responsibility for the billing and collecting of fees from the municipalities since PENNVEST would be solely relying on the cash flow from revenues for repayment. However, since YCSA is not a party to the IMA some amendment to the IMA may be needed. If YCSA is added to the agreement, their role could then be redefined by the City and expanded in order to relieve the burden of administering the IMA. A separate agreement between the City and YCSA would need to be developed that specifies what YCSA is being asked to do and how they are compensated.

YCSA would act as the City's agent which could include greater oversight over the management of the WWTF. This would benefit YCSA as well because it is the manager and key staff who are responsible for operating the facility in accordance with the DEP permits, a function that is the responsibility of YCSA as the permit holder. It would also provide YCSA with firsthand information on needed maintenance and capital replacements, which allows for better budgeting and financing of facilities. There is an added benefit of having the licensed operator responsible to the permit holder; however, the agreement would need to address any concerns over the "chain of command" at the plant and any impact the current labor agreement.

A more aggressive organizational alternative would be to form a new regional operating authority. This new body would be created by all of the Municipalities and the City. The board of the new authority would be made up of representatives from all of the Municipalities and the City. The authority would purchase the facilities from YCSA and the City. YCSA would receive sufficient funds to retire all its debt and when ownership reverts to the City, the City would receive any equity in the WWTF. The City would continue to own and operate its collection system and bill its users.

Although possible, an outright sale for the City's system including the WWTF seems unlikely. The 2014 amendments to the PUC code that allowed for the sale of municipal utilities at fair market value created the opportunity for such sales have recently been amended by the PUC. The Office of Consumer Advocate and the courts are limiting how much of the fair market selling price the acquiring utility can pass on to consumers. This makes these transactions less attractive, unless there is the possibility of future customer growth and revenue.

CONCLUSION AND RECOMMENDATIONS

Conclusion

Recent audits by the Environmental Protection Agency (EPA) and PA DEP attribute permit violations to a combination of physical facilities failures and operation errors, suggesting that the current institutional and financing structures are inadequate to ensure operating permit compliance, foster cooperation with the Municipalities and support the immediate and ongoing need to make capital investments in the WWTF.

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These are not recent problems but are the result of years of minimal investments due to limited cash flow, turnovers in the plant manager position, and YCSA's inability to make major repairs when needed. This is evidenced by the existing need to invest over \$35 million in new facilities or rehabilitate existing ones, and the need to develop a well-trained workforce to operate the facilities in compliance with the NPDES Permit and the existing COA, as well as avoid future permit violations.

Currently, YCSA's bonds are fully paid in 2027. The CIP identifies several critical improvements that are necessary in 2019 and 2020 in order to be in compliance with the NPDES operating permit. This suggests that some interim steps may be beneficial. Obtaining non-parity debt from PENNVEST is a possible solution to funding the most immediate needs without extending the life of the 87 Indenture. They may be able to fund the entire CIP over the next several years as facilities are designed and permitted.

An important interim step that would facilitate financing the CIP would be an amendment to the IMA that makes YCSA a party to the IMA. If YCSA is added to the agreement, their role can then be expanded to include billing the Municipalities in order to segregate the revenue stream and provide greater oversight over the management of the WWTF. It is the plant manager and key staff who are responsible for operating the facility in accordance with the NPDES Permit, a function that is already the responsibility of YCSA as the permit holder.

In developing the CIP, HRG considered the need to include costs related to restoring the WWTF to its permitted capacity of 26 MGD. Currently, the plant capacity is limited to 18 MGD in order to meet its biological nutrient removal limits (BNR) and it has operated comfortably under the 18 MGD hydraulic capacity limit. Based upon population growth projections prepared by the YCPC, additional capacity is not going to be required within the next twenty years. Accordingly, the City and YCSA may wish to consider rerating the WWTF. Depending on how this is accomplished, the differences between Reserved Capacity allocations and actual flow percentages may be better aligned.

Another more aggressive organizational alternative to funding the CIP would be to form a new regional operating authority. This new body would be created by all of the municipalities and the City. The board of the new authority would be made up of representative from all of the municipalities and the City. The authority would purchase the facilities from YCSA. The City would continue to own and operate its collection system and bill its users. The transaction might include ongoing payments to the City to compensate for any excess equity arising from holding excess capacity.

Although possible, an outright sale for the City's system including the WWTF seems unlikely. However, 2014 amendments to the PUC code that allowed for the sale of municipal utilities at fair market value created the opportunity for such sales have recently been amended by the PUC. The Office of Consumer Advocate and the courts are limiting how much of the fair market selling price the acquiring utility can pass on to consumers. This makes these transactions less attractive unless there is the possibility of future customer growth and revenue.

Recommendations

YCSA has completed design and is awaiting final permits on the most critical items in the CIP that are largely responsible for the recent NOV's from DEP. In addition, several pieces of equipment are nearing the end of their useful lives and will need to be replaced in order to ensure reliability. However, financing for these improvements has not yet been arranged. The PENNVEST alternative appears to provide the lowest cost financing alternative and may also allow for non-parity debt and discharge of the 87 Indenture upon the maturity of YCSA's outstanding debt and is, therefore, recommended.

YCSA will continue to need the cooperation and support of the Municipalities, including the City, to fund the remaining improvements. However, the City's ability to finance these improvements at competitive

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interest rates as they have in the past is in question, due to the City's current financial stresses related to cash flow and outstanding pension liabilities and obligations. Elevating YCSA's role in financing future facilities by establishing an independent revenue stream is desirable. This may be possible by simply amending the current IMA to add YCSA as a party, and then delegating responsibility for billing and collection of revenues under the IMA. A more robust approach would be to grant YCSA a role in the management of the WWTF. As permit holder, YCSA has a vested interest in proper operation and maintenance of the facility. This approach is recommended.

Budgeting of capital expenditures, major maintenance, and general and preventive maintenance is always difficult since the condition of any plant component, process, or piece of equipment is never certain. While operating staff provide feedback to the City for budgeting purposes, these needs must often be reconciled with other City responsibilities. A process that gives YCSA responsibility for budgeting these items and allows for the creation of a Capital Reserve to fund them would result in more timely projects that will help to avoid future NOVs and, possibly, reduce capital expenditures. This approach is, therefore, recommended.

Under terms of the IMA, the City has the greatest burden for financing future capital projects since they have the largest amount of Reserved Capacity in the WWTF. Municipality growth projections do not support the need for this capacity and there are no readily identifiable buyers. If the WWTF's permitted capacity were reduced from 26.0 MGD to the current operating limit of 18.0 MGD, with that reduction coming largely out of the City's Reserved Capacity, the percentages between O&M and debt service allocations could be better aligned. The determination of operating and capital expense becomes less critical for budgeting and billing. Rerating the WWTF's capacity requires more extensive study than undertaken in this report and it is likely to have ramifications among the Municipalities since as the City's cost decreases theirs would increase.

However, this is the time to consider alternatives to a structure that has been in place since 1976 and is not reflective of the changes in population, business migration, and future needs. The magnitude of the CIP and the broad range of improvements suggests that the WWTF is reaching the end of its useful life meaning that past investments have been depreciated and new investments are required. This suggests that a fresh look at how and who pays for these investments is warranted.

The City and the Municipalities are wedded through the DEP's permitting process. The WWTF is the only economically and environmentally viable means of wastewater treatment and disposal for the City and those portions of the Municipalities that currently use the facility. It is also the most likely facility to accommodate growth in those areas, given the cost and difficulty in permitting new facilities. The City might consider discussing with the Municipalities the creation of a Joint Regional Operating Authority to purchase the WWTF from YCSA. The facility would be valued at today's depreciated value and allow the City to capture some of its investment in excess capacity while providing the Municipalities the assurance that facilities would be able to accommodate their needs over time. Therefore, it is recommended that the City consider a study to rerate the WWTF, expand the role of YCSA, and open discussions with the Municipalities regarding the formation of a new authority.

Given the importance to the economic wellbeing of York County, the County of York may be willing to participate in those discussions.

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APPENDIX A PRIORITIZED CAPITAL IMPROVEMENTS LISTING

YCSA's wastewater treatment plant is an integral part of the York community. It fosters economic growth, helps protect our environment and promotes the public health through the proper treatment and disposal of sanitary wastes. The facility itself is collection of individual pieces of equipment, pipes, controls, power distribution networks, buildings and tanks. Each of these has a useful service life which may be a function of time, usage, or obsolescence. Changes in regulations, permit requirements or advancements in technology too often require new investments in order to keep it running safely and efficiently.

Typically, these investments are monitored regularly and made as necessary. Some are funded internally by the staff while other investments are financed. However, over the past several years due to changes in management, employee turnover, new regulations relating to the Chesapeake Bay and financial pressures arising out of a national recession, new investments have not kept pace with the need for those investments. This is exemplified by ongoing Notices of Violations (NOVs) issued by the PA Department of Environmental Protection (DEP).

Several capital plans have been prepared to address these needs but lack of funding and prioritization have resulted in only partial implementation. The attached listing of prioritized capital projects for the York WWTF. A preliminary listing of the recommended projects was developed by HRG for YCSA and reviewed with City of York Operations Staff during an on-site meetings to further "vet", validate, and as required, re-prioritize the projects listing in order to better develop the funding strategies. The listing represents a compilation of the priority projects based on HRG's recommendations and understanding of the WWTF's operations and input and recommendations provided by the Operations Staff.

In order to provide the Authority with a level of understanding relative to the necessity for the capital projects, we have identified each project based on the following priority ratings:

- **Very High Priority:** Capital projects that require immediate attention to address stipulations contained within the COA, to address a Notice of Violation (NOV) or excursion of NPDES Permit requirements, or as deemed by the Operations Staff to be critical to continued operation of the WWTF. The majority of the Very High priority projects are compliance related and should be performed as soon as possible given attention to timeframes required for design, permitting and construction of these projects in addition to funding availability.
- **High Priority:** Capital projects which may avoid NPDES Permit violations or are necessary for treatment equipment to remain in satisfactory operation. These projects are typically recommended to be performed within a period of 1 to 2 years, or if mandated by PA DEP to be performed sooner, for items that have a direct impact on the WWTF effluent quality.

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- **Medium to High Priority:** Capital projects which have been indicated by the Operations Staff as medium priority but could become high priority pending the results of additional investigations.
- **Medium Priority:** Capital projects typically recommended to be performed within 3 to 4 years.
- **Medium to Low Priority:** Capital projects typically recommended to be performed within 3 to 5 years.
- **Low Priority:** Capital projects recommended to be performed in 5 plus years, and/or only if funds allow.
- **Very Low Priority:** Capital projects which would expand the plants BNR treatment capability and allow an increase the hydraulic treatment capacity of the WWTF in excess of 18 million gallons per day (MGD). Based on our review of Chapter 94 Report data for the tributary municipalities, the WWTF is not expected to realize an Annual Average Flow exceeding 18 MGD within a 20-year period and therefore can defer the investment in facilities.

Capital projects at the WWTF have been prioritized by HRG based on the following criteria:

- **CMP = Compliance Related Project:** Projects which are necessary to ensure regulatory compliance, such as those necessary to achieve and remain in compliance with NPDES Permit discharge limits for treated WWTF effluent, for compliance with the existing July 12, 2017 Consent Order and Agreement (COA) requirements or as may be required to achieve compliance with pending or anticipated future regulatory changes and enforcements.
- **OPP = Operational Efficiency Project:** Projects which are recommended to be performed by the Authority in order to increase operational efficiencies of the WWTF, to conserve energy usage or to decrease routine expenditures (decrease operation and maintenance costs incurred at the WWTF).
- **AGE = Equipment Replacement Project (“end of useful life” replacement):** Projects which are recommended to be performed by the Authority to replace equipment which may have already reached or is anticipated to soon reach its “end of useful life”.
- **CAP = Capacity Related Project:** Projects which are required to be performed based upon an incremental increase in flows to the WWTF, or as required to ensure adequate capacity to the tributary municipalities based on future growth projections within Chapter 94 Reports and as evaluated by HRG as part of our study.

In order to assist the Authority in the development of funding strategies to perform the capital projects identified, estimated project costs were extrapolated from the Authority provided capital improvements documents or developed by HRG based on our general knowledge of the WWTF and experience with similar projects. The costs provided should be considered suitable for planning purposes only and are meant to provide an order of magnitude for the development of financing strategies. The validity or accuracy of costs indicated within the priority projects listing

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cannot be confirmed by HRG without additional investigation or through the performance of detailed preliminary project design activities.

Please note that the Authority provided documents include numerous capital expenditures related to items which are not included in HRG's listing but should be performed based on the ability to secure the funds necessary to complete those tasks, such as the purchase of specific vehicles and specific handheld laboratory equipment and performance of grounds improvements (fencing, site modifications, etc.). We have included a general line item for each of these miscellaneous categories within our listing in order to provide for a level of financing to complete these projects. However, additional project costs may be expected depending on the full extent of these projects.

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YORK CITY WASTEWATER TREATMENT PLANT
CAPITAL IMPROVEMENTS PLAN REVIEW
PRIORITY PROJECTS LISTING
APPENDIX A

| Item No. | Project Category | Project Description | Priority | Status | Recommended Timeline | Planning Level Project Cost | Notes |
|----------|------------------|--|-----------|---|--|-----------------------------|--|
| 1 | CMP | Primary Clarifier Overhaul - Hydraulic Improvements | Very High | Scheduled | As Soon as Possible | \$ 1,300,000 | NOV Impact; Clarifier performance identified by staff as cause for NOVs due to poor Fecal, CBOD, TP removals and also contributing to downstream grease buildup |
| 2 | CMP | Primary Clarifier Pump Station Upgrades | Very High | Upgrades Needed | As Soon as Possible | Inc in #1 | Staff notes that project is required for compliance due to current performance of primary clarifiers |
| 3 | CMP | Screw Pump Replacement Project | Very High | In Process | As Soon as Possible | \$ 250,000 | 2 pumps recently completed, Remaining cost is for repairs to 3rd Pump |
| 4 | CMP | Scum Removal System Repair | Very High | In Design | As Soon as Possible | Inc in #1 | NOV impact; Project is intended to be performed to protect filters from fouling |
| 5 | CMP | Tertiary Filter Replacement Project | Very High | In Design | As Soon as Possible Following Primary Clarifier Upgrades | \$ 7,500,000 | NOV Impact, Project will replace existing sand filter system with new Aqua-Aerobics Systems, Inc. diamond cloth media filter |
| 6 | CMP | SCADA System & Instrumentation & Controls Replacement & Improvements | Very High | In Design | As Soon as Possible | \$ 750,000 | Staff identifies this project as one of highest priority for plant due to inability to properly monitor plant operations and issues with incorrect reporting; existing equipment is outdated, mismatched with various manufacturer's components and requires replacement with new technology |
| 7 | AGE | Work Order System Implementation | Very High | Recommended for Continued Operations and Preventive Maintenance | As Soon as Possible | \$ | Staff notes that system is not utilized to fullest capacity; additional cleaning and preventive maintenance will increase equipment longevity and reduce necessary equipment repairs and replacement activities |
| | | sub-total- Immediate Projects | | | | \$ 9,800,000 | |

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APPENDIX A

| Item No. | Project Category | Project Description | Priority | Status | Recommended Timeline | Planning Level Project Cost | Notes |
|----------|------------------|--|----------|---|--|-----------------------------|---|
| 8 | CMP | Manual Chlorination - 001 EFF | High | Upgrades Needed | Within 1 Year or as Mandated by PA DEP | \$ 100,000 | NOV Impact; Plant does not have ability to chlorinate at Outfall 001 based on loading; manual chlorination at high flows; Changed to totes; modified injection site and dose |
| 9 | CMP | No Dechlorination - 001 EFF | High | Further investigation and PA DEP Response Needed | Within 1 Year or as Mandated by PA DEP | \$ 100,000 | NOV Impact; TRC excursions occur due to inability to control chlorine dosing to Outfall 001. Staff will seek PA DEP input on whether this is required if improvements to chlorine dosing are implemented. |
| 10 | CMP | Ammonia Removal Modifications | High | Need to Evaluate Cause of Violations | Within 1 Year or as Mandated by PA DEP | \$ 500,000 | NOV Impact; Staff have indicated low temperatures and seasonal operations issues may contribute to violations, currently performing bench testing and mapping of ammonia removal through plant |
| 11 | CMP | Ferric Chloride Chemical Addition System | High | Need to Evaluate Effectiveness of Chemical Addition | Within 1 Year or as Mandated by PA DEP | \$ 150,000 | NOV Impact; Staff indicated that evaluation of chemical addition is high priority; project may require re-coating of chemical storage tanks |
| 12 | CMP | Infiltration/Inflow Removal - WWTP | High | Need to Evaluate Source and Repair Options | Within 1 to 2 Years | \$ 250,000 | Staff indicates that there is an I/I problem within piping in plant; stormwater conveyance lines need evaluated and repaired/replaced |
| 13 | AGE | Fine Screens Replacement & Building Renovations | High | Recommended | Within 1 to 2 Years | \$ 1,000,000 | Existing Screens are functional, but require replacement to better protect downstream treatment and mechanical equipment; HVAC equipment is badly deteriorated due to H2S corrosion |
| 14 | AGE | Replacement of existing Gates | High | In Process | Within 1 to 2 Years | \$ 89,000 | Staff currently working to replace non-functional gates |
| 15 | AGE | Grit Removal System Investigation | High | Recommended | Within 1 to 2 Years | \$ 50,000 | Equipment Installed in 1991; Recommend inspection to determine what repairs are required for long-term operation |
| 16 | AGE | Utility Water Pump Repairs & Modifications | High | Recommended | Within 1 to 2 Years | \$ 100,000 | Recommend adding automatic backwashing strainer; pump bases need replaced; pumps in good operating condition |
| 17 | AGE | Utility Water Yard Piping | High | Recommended | Within 1 to 2 Years | \$ 100,000 | Recommend replacement of deteriorated yard piping and replacement of non-functional yard hydrants |
| | | sub-total- High Priority Projects Awaiting Funding | | | | \$ 2,439,000 | |

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**YORK CITY WASTEWATER TREATMENT PLANT
CAPITAL IMPROVEMENTS PLAN REVIEW
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APPENDIX A**

| Item No. | Project Category | Project Description | Priority | Status | Recommended Timeline | Planning Level Project Cost | Notes |
|----------|------------------|---|----------------|---|----------------------|-----------------------------|--|
| 18 | AGE | Primary Sludge Pump Station Upgrades | High | Recommended | Within 2 to 3 Years | \$ 150,000 | Replacement of deteriorated HVAC and Electrical equipment |
| 19 | AGE | Evaluate Substation 4 & Future Replacement | High | Needs Evaluated | Within 2 to 3 Years | \$ 2,300,000 | Replacement of aged equipment required for reliable plant operations |
| 20 | CMP | UV Disinfection System Replacement & Building Renovations | Medium to High | Recommended | Within 2 to 3 Years | \$ 500,000 | Existing UV system is functional but with limited effectiveness at high loadings; Building modifications are high priority per staff |
| 21 | CMP | Supplemental Carbon Feed System - Permanent System | Medium to High | Need to Evaluate Effectiveness of Chemical Addition | Within 2 to 3 Years | \$ 250,000 | Loss of carbon from aeration tank by year would like to evaluate supplemental carbon feed due to |
| 22 | OPP | Digester Cleaning & Repairs | Medium to High | Recommended | Within 2 to 3 Years | \$ 450,000 | Removal of grit and struvite, For all 3 Digesters; Digesters 1 & 3 priority, Digester 2 in future |
| 23 | AGE | Stormwater Pumps Upgrades & Groundwater Well Pump Replacement | Medium to High | Recommended | Within 2 to 3 Years | \$ 150,000 | Stormwater pumps need overhauled and preventive maintenance performed; Groundwater pump could provide backup or additional service to utility water |
| 24 | OPP | Primary Digester Conversion & Sludge Drying | Medium to High | In Design | Within 2 to 3 Years | \$ 7,500,000 | Project is currently in evaluation and design phase. Will convert to Thermophilic in Digester #1; Mesophilic in Digester #2 |
| 25 | OPP | Digester Mixing | Medium | Needs Further Evaluated | Within 2 to 3 Years | | Poor mixing may contribute to low gas production |
| 26 | OPP | Food Waste to Energy Improvements | Medium to High | Currently Being Evaluated | Within 2 to 3 Years | \$ 1,500,000 | Staff is currently evaluating liquid food waste, will evaluate ability for solid waste acceptance and processing |
| 27 | AGE | Process Electrical Equipment Upgrades | Medium to High | Recommended | Within 2 to 3 Years | \$ 340,000 | Raw Sewage and Primary Effluent Pump VFD Replacement; Annual electrical Preventive Maintenance Program |
| 28 | AGE | Motor Control Centers | Medium to High | Recommended | Within 2 to 3 Years | \$ 1,000,000 | Replacement of aged equipment required for reliable plant operations |
| 29 | AGE | Miscellaneous Electrical Repairs/Replacement | Medium to High | Recommended | Within 2 to 3 Years | \$ 500,000 | Wiring Replacement; UPS Replacement |
| 30 | AGE | Building Repairs | Medium to High | Recommended | Within 2 to 3 Years | \$ 200,000 | Interior and exterior system improvements; Control Building and Solids Handling Building Improvements; Maintenance Building Improvements; Microturbine Building Improvements; Train 1 Oxygen Compressor Building |
| 31 | AGE | Laboratory Instrumentation/Equipment Replacements/Upgrades | Medium to High | Recommended | Within 2 to 3 Years | \$ 100,000 | Various Needs to improve plant performance (compliance) and process performance |
| | | sub-total- Recommended Projects | | | | \$ 14,940,000 | |

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**YORK CITY WASTEWATER TREATMENT PLANT
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APPENDIX A**

| Item No. | Project Category | Project Description | Priority | Status | Recommended Timeline | Planning Level Project Cost | Notes |
|----------|------------------|--|---------------|---|---------------------------|-----------------------------|---|
| 32 | AGE | RAS Pumps - Train 2 | Medium | Needs Evaluated | Within 3 to 4 Years | \$ 50,000 | Pump bases need replaced |
| 33 | CMP | Replacement of Handrail & Kickplates | Medium | Recommended | Within 3 to 4 Years | \$ 150,000 | Existing rail is aged and in poor condition; replace as time and funds allow |
| 34 | CMP | Confined Space Entry Equipment | Medium | In Process | Within 3 to 4 Years | \$ 100,000 | Staff currently working to purchase cranes and install base plates throughout plant; required at 18 tanks for proper entrance |
| 35 | AGE | Grit Removal System Replacement | Medium to Low | Needs Evaluated Based on Inspection Results | Within 3 to 5 Years | \$ 350,000 | Equipment Installed in 1991 |
| 36 | AGE | Final Clarifiers - Train 2 | Medium to Low | Recommend inspection of Lower Bearing | Within 3 to 5 Years | \$ 50,000 | Recommend inspection of lower bearing be performed; Repairs as needed based on inspection |
| 37 | CMP | New Influent Flow Meter | | | Within 3 to 5 Years | | 6/6/2016 inspection noted inaccurate readings per COA |
| 38 | AGE | Chemical Feed Equipment - Train 2 | Medium to Low | Needs Evaluated | Within 3 to 5 Years | \$ 25,000 | Ferrous Sulfate Injection System (1985) |
| 39 | AGE | Final Clarifiers - Train 3 | Medium to Low | Needs Evaluated | Within 3 to 5 Years | \$ 100,000 | Recommend inspection and repair/replacement based on condition assessment |
| 40 | AGE | Scum Mixers - Train 3 | Medium to Low | Needs Evaluated | Within 3 to 5 Years | \$ 50,000 | Recommend inspection and repair/replacement based on condition assessment |
| 41 | AGE | Chemical Feed Equipment - Train 3 | Medium to Low | Needs Evaluated | Within 3 to 5 Years | \$ 50,000 | Recommend inspection and repair/replacement based on condition assessment |
| 42 | AGE | Replacement of existing Pumps | Medium to Low | Recommended on As-Needed Basis | Ongoing | \$ 350,000 | Various sump pumps; Effluent Screw Pumps, Storm Bypass Pumps |
| 43 | OPP | Sludge Thickening Equipment Replacement | Medium to Low | Could Also be Considered Age Replacement | Within 3 to 5 Years | \$ 500,000 | Existing provide good performance; evaluate rotary drum thickeners |
| 44 | OPP | Dewatering Equipment Replacement | Medium to Low | Could Also be Considered Age Replacement | Within 3 to 5 Years | \$ 800,000 | Replacement of existing centrifuges with new; Replace conveyors |
| 45 | OPP | Odor Control Improvements | Medium to Low | Needs Further Evaluated | Within 3 to 5 Years | \$ 500,000 | Headworks; Tanks 20 & 21; Thickening Equipment are areas identified by staff as requiring odor control; previous carbon system not in use |
| 46 | AGE | WAS Pumps - Train 3 | Low | Needs Evaluated | 5 Years or as Funds Allow | \$ 165,000 | Recommend inspection and repair/replacement based on condition assessment |
| | | sub-total-Age Related Replacement Projects | | | | \$ 3,240,000 | |

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CAPITAL IMPROVEMENTS PLAN REVIEW
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| Item No. | Project Category | Project Description | Priority | Status | Recommended Timeline | Planning Level Project Cost | Notes |
|----------|------------------|--|----------|--------------------------------|------------------------------------|-----------------------------|---|
| 47 | AGE | Site & Utilities Repairs | Low | Recommended on As-Needed Basis | When Needed | \$ 225,000 | Replace Potable and other process lines, Paving repairs |
| 48 | OPP | Septage Receiving Improvements | | Currently Being Evaluated | | | |
| 49 | OPP | Aerator Replacement, Fine Bubble Diffusers | Low | Not Recommended | 5 Years+ or as Funds Allow | \$ 1,100,000 | Existing surface aerators are functional and were rebuilt in 2010. This project would decrease energy demand by decreasing connected horsepower and using VFD and D.O. monitoring for aeration control. |
| 50 | CAP | Future Plant Upgrades at Excess of 18 MGD - Phase 2 Upgrades | Very Low | Not Required Based on Flow | Not Expected within 20 Year Period | \$ - | Current Flows to WWTP are significantly less than 18 MGD; Future Projections from contributing municipalities do not show reaching 18 MGD within 20 year period |
| | | sub-total- Projects Needing Further Evaluation | | | | \$ 1,325,000 | |

Estimated Construction Cost per listing
 Project Contingency @15%
Subtotal
 Project Overheads: Engineering/Legal/Finance @ 25%
GRAND TOTAL - ESTIMATED COST FOR ALL PROJECTS

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Project Type:
 1. CMP = Compliance Related Project
 2. OPP = Operational Efficiency Project
 3. AGE = Equipment Replacement Project ("end of useful life" replacement)
 4. CAP = Capacity Related Project

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APPENDIX B

GROWTH PROJECTIONS FOR YORK COUNTY 2020 to 2040

We also looked at the population growth projections prepared by York County Planning in order to see which areas are likely to grow over the next twenty years.

| | Population Projections (York County Planning Comp Plan) | | | | | | | |
|--------------------------|---|--------|--------|--------|-----------|--------|-----------|--------|
| | 2010 | 2020 | 2030 | 2040 | 2020-2030 | % | 2020-2040 | % |
| City of York | 43,718 | 43,958 | 44,398 | 44,746 | 440 | 1.00% | 788 | 1.79% |
| York Township | 27,793 | 28,488 | 33,061 | 36,127 | 4,573 | 16.05% | 7,639 | 26.81% |
| Manchester Township | 18,161 | 20,061 | 22,392 | 26,432 | 2,331 | 11.62% | 6,371 | 31.76% |
| Spring Garden Township | 12,753 | 12,651 | 12,904 | 13,420 | 253 | 2.00% | 769 | 6.08% |
| West Manchester Township | 18,894 | 20,648 | 22,301 | 24,518 | 1,653 | 8.01% | 3,870 | 18.74% |
| North York Borough | 1,914 | 1,924 | 1,827 | 1,882 | (97) | -5.04% | (42) | -2.18% |
| West York Borough | 4,617 | 4,635 | 4,723 | 4,771 | 88 | 1.90% | 136 | 2.93% |

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APPENDIX C REVIEW OF MUNICIPALITY DEBT SERVICE BILLINGS (2016-2017-2018)

Because cash flow is an integral part of financing future capital projects, HRG reviewed the Debt Service Billing Invoices for the years 2016, 2017 and 2018. This review is summarized on the attached worksheets. These sheets are summarized by year and date of billing to each municipality and show the payment for each bond issue that was identified on each billing.

In addition to the invoice review, HRG reviewed the City's audited Financial Statements for 2013, 2016 and 2017 which included principal maturity schedules for all outstanding debt the years 2016 through maturity. Principal and interest payments for the years 2016 through 2021 were included for most issues except for interest on the capital appreciation bonds which is subject to market fluctuations. Audited financial statements for 2018 were not available at the time of our analysis.

In completing our analysis, HRG obtained and reviewed the Official Statements for each of the Authority's outstanding bond issues along with continuing disclosure information provided by the City to the Electronic Municipal Market Access (EMMA) website. The EMMA website is funded and operated by the Municipal Securities Rulemaking Board (MSRB). EMMA is designated by the U. S. Securities and Exchange Commission as the official source for municipal securities data and disclosure documents. Amortization schedules for each issue were found among other information.

We did not perform an audit of the financial transactions, review trustee bank statements or attempt to determine if modifications to scheduled debt service had been made. Rather, the scope of our review was to compare debt service billings to the individual municipalities in accordance with the terms of the inter-municipal agreement including required coverage, authority administrative expense allotments and other adjustments with the scheduled debt service payments.

Accordingly, we did note that the debt service on the 2011 CFA loan may not have been billed to municipalities as debt service and may have been classified as an O&M expense. We also noted that billing dates varied from year to year and it was often unclear as to the particular debt issue billed on the invoice. Also, coverage and other adjustments was not billed in a consistent manner although, it appears to have all been billed. We can say that the billings based on reserved capacity have not been properly billed until last year based on our review of the billings.

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APPENDIX C SUMMARY OF OUTSTANDING DEBT Per 2017 AUDIT REPOT

| 2008 Sewer Revenue Bonds | | | |
|--------------------------|---------------|--------------|---------------|
| Year | Principal | Interest | Total |
| 2018 | \$ - | \$ 320,000 | \$ 320,000 |
| 2019 | 445,000 | 320,000 | 765,000 |
| 2020 | 3,775,000 | 305,680 | 4,080,680 |
| 2021 | 3,925,000 | 184,960 | 4,109,960 |
| 2022 | 1,855,000 | 60,288 | 1,915,288 |
| Totals | \$ 10,000,000 | \$ 1,190,928 | \$ 11,190,928 |

| Series A of 2010 Sewer Revenue Bonds | | | |
|--------------------------------------|--------------|------------|--------------|
| Year | Principal | Interest | Total |
| 2018 | \$ 3,555,000 | \$ 205,775 | \$ 3,760,775 |
| 2019 | 3,215,000 | 96,450 | 3,311,450 |
| Totals | \$ 6,770,000 | \$ 302,225 | \$ 7,072,225 |

| 2011 Sewer Revenue Bonds | | | |
|--------------------------|------------|-----------|------------|
| Year | Principal | Interest | Total |
| 2018 | \$ 152,833 | \$ 4,980 | \$ 157,813 |
| 2019 | 154,368 | 3,445 | 157,813 |
| 2020 | 155,919 | 1,894 | 157,813 |
| 2021 | 104,694 | 393 | 105,087 |
| Totals | \$ 567,814 | \$ 10,712 | \$ 578,526 |

| 2017 Sewer Revenue Bonds | | | |
|--------------------------|---------------|--------------|---------------|
| Year | Principal | Interest | Total |
| 2018 | \$ 5,000 | \$ 1,065,119 | \$ 1,070,119 |
| 2019 | 5,000 | 1,065,119 | 1,070,119 |
| 2020 | 5,000 | 1,065,118 | 1,070,118 |
| 2021 | 5,000 | 1,065,118 | 1,070,118 |
| 2022 | 1,970,000 | 3,632,794 | 5,602,794 |
| 2023-2027 | 19,035,000 | 104,025 | 19,139,025 |
| Totals | \$ 21,025,000 | \$ 7,997,293 | \$ 29,022,293 |

| Totals By Year - All Issues | | | |
|-----------------------------|---------------|--------------|---------------|
| Year | Principal | Interest | Total |
| 2018 | \$ 3,712,833 | \$ 1,595,874 | \$ 5,308,707 |
| 2019 | \$ 3,819,368 | \$ 1,485,014 | \$ 5,304,382 |
| 2020 | \$ 3,935,919 | \$ 1,372,692 | \$ 5,308,611 |
| 2021 | \$ 4,034,694 | \$ 1,250,471 | \$ 5,285,165 |
| 2022 | \$ 3,825,000 | \$ 3,693,082 | \$ 7,518,082 |
| 2023-2027 | \$ 19,035,000 | \$ 104,025 | \$ 19,139,025 |
| Totals | \$ 38,362,814 | \$ 9,501,158 | \$ 47,863,972 |

Appendix A-5.2 (ScottMadden)

City of York
Recommended Capital Structure and Cost Rates
at April 16, 2021

| <u>Type Of Capital</u> | <u>Ratios (1)</u> | <u>Cost Rate</u> | <u>Weighted Cost Rate</u> |
|------------------------|-------------------|------------------|-------------------------------|
| Long-Term Debt | 50.00% | 3.41% (1) | 1.71% |
| Common Equity | <u>50.00%</u> | 10.25% (2) | <u>5.13%</u> |
| Total | <u>100.00%</u> | | <u>6.84%</u> |

Notes:

- (1) From page 2 of this Appendix.
- (2) From page 3 of this Appendix.

Appendix A-5.2 (ScottMadden)

City of York

Calculation of Average Yields for Moody's A2-Rated Utility Bonds

| <u>Date</u> | <u>Moody's A2-Rated Utility Bond Yields</u> |
|-------------|---|
| 3/5/2021 | 3.36% |
| 3/8/2021 | 3.39% |
| 3/9/2021 | 3.37% |
| 3/10/2021 | 3.36% |
| 3/11/2021 | 3.39% |
| 3/12/2021 | 3.51% |
| 3/15/2021 | 3.49% |
| 3/16/2021 | 3.52% |
| 3/17/2021 | 3.56% |
| 3/18/2021 | 3.59% |
| 3/19/2021 | 3.56% |
| 3/22/2021 | 3.49% |
| 3/23/2021 | 3.45% |
| 3/24/2021 | 3.42% |
| 3/25/2021 | 3.45% |
| 3/26/2021 | 3.47% |
| 3/29/2021 | 3.52% |
| 3/30/2021 | 3.47% |
| 3/31/2021 | 3.49% |
| 4/1/2021 | 3.38% |
| 4/5/2021 | 3.38% |
| 4/6/2021 | 3.33% |
| 4/7/2021 | 3.34% |
| 4/8/2021 | 3.33% |
| 4/9/2021 | 3.33% |
| 4/12/2021 | 3.34% |
| 4/13/2021 | 3.30% |
| 4/14/2021 | 3.31% |
| 4/15/2021 | 3.20% |
| 4/16/2021 | 3.26% |
| Average | <u><u>3.41%</u></u> |

Source of Information:

Bloomberg Professional Services

Appendix A-5.2 (ScottMadden)

City of York
Brief Summary of Common Equity Cost Rate

| <u>Line No.</u> | <u>Principal Methods</u> | <u>Proxy Group of Eight Water Companies</u> |
|-----------------|---|---|
| 1. | Discounted Cash Flow Model (DCF) (1) | 8.63% |
| 2. | Risk Premium Model (RPM) (2) | 11.03% |
| 3. | Capital Asset Pricing Model (CAPM) (3) | 10.16% |
| 4. | Market Models Applied to Comparable Risk, Non-Price Regulated Companies (4) | <u>10.68%</u> |
| 5. | Indicated Common Equity Cost Rate | 10.27% |
| 6. | Recommended Common Equity Cost Rate | <u><u>10.25%</u></u> |

- Notes: (1) From page 5 of this Appendix.
(2) From page 14 of this Appendix.
(3) From page 26 of this Appendix.
(4) From page 31 of this Appendix.

Appendix A-5.2 (ScottMadden)

Capital Structure Based upon Total Permanent Capital for the Proxy Group of Eight Water Companies 2016 - 2020, Inclusive

| | <u>2020</u> | <u>2019</u> | <u>2018</u> | <u>2017</u> | <u>2016</u> | <u>5 YEAR AVERAGE</u> |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|---------------------------|
| <u>American States Water Company</u> | | | | | | |
| Long-Term Debt | 40.72 % | 31.87 % | 36.54 % | 37.75 % | 39.40 % | 37.26 % |
| Preferred Stock | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Common Equity | <u>59.28</u> | <u>68.13</u> | <u>63.46</u> | <u>62.25</u> | <u>60.60</u> | <u>62.74</u> |
| Total Capital | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> |
| <u>American Water Works Company, Inc.</u> | | | | | | |
| Long-Term Debt | 59.93 % | 58.59 % | 56.55 % | 55.81 % | 54.74 % | 57.12 % |
| Preferred Stock | 0.02 | 0.03 | 0.05 | 0.07 | 0.09 | 0.05 |
| Common Equity | <u>40.05</u> | <u>41.38</u> | <u>43.40</u> | <u>44.12</u> | <u>45.17</u> | <u>42.83</u> |
| Total Capital | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> |
| <u>Artesian Resources Corporation</u> | | | | | | |
| Long-Term Debt | 45.96 % | 47.65 % | 43.42 % | 42.17 % | 42.71 % | 44.38 % |
| Preferred Stock | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Common Equity | <u>54.04</u> | <u>52.35</u> | <u>56.58</u> | <u>57.83</u> | <u>57.29</u> | <u>55.62</u> |
| Total Capital | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> |
| <u>California Water Service Group</u> | | | | | | |
| Long-Term Debt | 46.04 % | 50.90 % | 52.74 % | 43.40 % | 45.83 % | 47.78 % |
| Preferred Stock | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Common Equity | <u>53.96</u> | <u>49.10</u> | <u>47.26</u> | <u>56.60</u> | <u>54.17</u> | <u>52.22</u> |
| Total Capital | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> |
| <u>Global Water Resources, Inc.</u> | | | | | | |
| Long-Term Debt | 78.09 % | 82.31 % | 80.43 % | 88.50 % | 88.27 % | 83.52 % |
| Preferred Stock | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Common Equity | <u>21.91</u> | <u>17.69</u> | <u>19.57</u> | <u>11.50</u> | <u>11.73</u> | <u>16.48</u> |
| Total Capital | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> |
| <u>Middlesex Water Company</u> | | | | | | |
| Long-Term Debt | 44.61 % | 42.20 % | 38.94 % | 38.65 % | 38.91 % | 40.66 % |
| Preferred Stock | 0.33 | 0.37 | 0.59 | 0.64 | 0.68 | 0.52 |
| Common Equity | <u>55.06</u> | <u>57.43</u> | <u>60.47</u> | <u>60.71</u> | <u>60.41</u> | <u>58.82</u> |
| Total Capital | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> |
| <u>SJW Group</u> | | | | | | |
| Long-Term Debt | 59.79 % | 59.05 % | 32.67 % | 48.20 % | 50.69 % | 50.08 % |
| Preferred Stock | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Common Equity | <u>40.21</u> | <u>40.95</u> | <u>67.33</u> | <u>51.80</u> | <u>49.31</u> | <u>49.92</u> |
| Total Capital | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> |
| <u>The York Water Company</u> | | | | | | |
| Long-Term Debt | 46.31 % | 42.95 % | 42.52 % | 43.02 % | 42.60 % | 43.48 % |
| Preferred Stock | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Common Equity | <u>53.69</u> | <u>57.05</u> | <u>57.48</u> | <u>56.98</u> | <u>57.40</u> | <u>56.52</u> |
| Total Capital | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> |
| <u>Proxy Group of Eight Water Companies</u> | | | | | | |
| Long-Term Debt | 52.68 % | 51.94 % | 47.98 % | 49.69 % | 50.39 % | 50.54 % |
| Preferred Stock | 0.04 | 0.05 | 0.08 | 0.09 | 0.10 | 0.07 |
| Common Equity | <u>47.28</u> | <u>48.01</u> | <u>51.94</u> | <u>50.22</u> | <u>49.51</u> | <u>49.39</u> |
| Total Capital | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> | <u>100.00 %</u> |

Source of Information
Annual Forms 10-K

Appendix A-5.2 (ScottMadden)

City of York
Indicated Common Equity Cost Rate Using the Discounted Cash Flow Model for the
Proxy Group of Eight Water Companies

| | [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] |
|--------------------------------------|----------------------------|--|---|--|---|---|-----------------------------|---------------------------------------|
| Proxy Group of Eight Water Companies | Average Dividend Yield (1) | Value Line Projected Five Year Growth in EPS (2) | Zack's Five Year Projected Growth Rate in EPS | Yahoo! Finance Projected Five Year Growth in EPS | Bloomberg Projected Five Year Growth in EPS | Average Projected Five Year Growth in EPS (3) | Adjusted Dividend Yield (4) | Indicated Common Equity Cost Rate (5) |
| American States Water Company | 1.75 % | 6.50 % | NA % | 4.60 % | 6.00 % | 5.70 % | 1.80 % | 7.50 % |
| American Water Works Company, Inc. | 1.46 | 8.50 | 8.10 | 8.60 | 8.54 | 8.44 | 1.52 | 9.96 |
| Artesian Resources Corporation | 2.64 | NA | NA | 4.00 | NA | 4.00 | 2.69 | 6.69 |
| California Water Service Group | 1.64 | 6.50 | NA | 10.75 | 4.00 | 7.08 | 1.70 | 8.78 |
| Global Water Resources, Inc. | 1.72 | 15.00 | 15.00 | 15.00 | NA | 15.00 | 1.85 | 16.85 |
| Middlesex Water Company | 1.41 | 4.50 | NA | 2.70 | NA | 3.60 | 1.44 | 5.04 |
| SJW Group | 2.11 | 13.00 | NA | 5.50 | 7.00 | 8.50 | 2.20 | 10.70 |
| The York Water Company | 1.62 | 6.50 | NA | 4.90 | NA | 5.70 | 1.67 | 7.37 |
| | | | | | | | Average | 9.11 % |
| | | | | | | | Median | 8.14 % |
| | | | | | | | Average of Mean and Median | 8.63 % |

NA= Not Available

Notes:

- (1) Indicated dividend at 04/16/2021 divided by the average closing price of the last 60 trading days ending 04/16/2021 for each company.
- (2) From pages 6 through 13 of this Appendix.
- (3) Average of columns 2 through 5 excluding negative growth rates.
- (4) This reflects a growth rate component equal to one-half the conclusion of growth rate (from column 6) x column 1 to reflect the periodic payment of dividends (Gordon Model) as opposed to the continuous payment. Thus, for American States Water Company, $1.75\% \times (1 + (1/2 \times 5.70\%)) = 1.80\%$.
- (5) Column 6 + column 7.

Source of Information:

Value Line Investment Survey
www.zacks.com Downloaded on 04/16/2021
www.yahoo.com Downloaded on 04/16/2021
Bloomberg Professional Services

Appendix A-5.2 (ScottMadden)

| AMER. STATES WATER NYSE-AWR | | | | RECENT PRICE | P/E RATIO | | | | | RELATIVE P/E RATIO | | DIV/D YLD | | VALUE LINE | | | | | | | | |
|---|---------------------------------------|--|--------|--------------|-------------------------------------|--------------------------|--|--------|--------|--------------------|--------|-----------|--------|--------------------------------------|-------|---------------------------------------|-------|----------------------------------|------------------------|-------|--|--|
| | | | | 75.91 | 31.5 (Trailing: 32.6; Median: 24.0) | | | | | 1.44 | | 1.9% | | | | | | | | | | |
| TIMELINESS 3 | Raised 3/5/21 | High: 19.8 | 18.2 | 24.1 | 33.1 | 38.7 | 44.1 | 47.2 | 58.4 | 69.6 | 96.0 | 96.6 | 83.1 | Target Price Range 2024 2025 2026 | | | | | | | | |
| SAFETY 2 | Raised 7/20/12 | Low: 15.6 | 15.3 | 17.0 | 24.0 | 27.0 | 35.8 | 37.3 | 41.1 | 50.1 | 63.3 | 65.1 | 70.1 | | | | | | | | | |
| TECHNICAL 4 | Lowered 4/9/21 | LEGENDS 1.35 x Dividends p sh divided by Interest Rate Relative Price Strength 2-for-1 split 9/13 Options: Yes Shaded area indicates recession | | | | | | | | | | | | | | | | | | | | |
| BETA .65 | (1.00 = Market) | 18-Month Target Price Range Low-High Midpoint (% to Mid) \$62-\$108 \$85 (10%) | | | | | | | | | | | | | | | | | | | | |
| 2024-26 PROJECTIONS Price Ann'l Total Return High 85 (+10%) 5% Low 60 (-20%) -3% | | | | | | | | | | | | | | | | | | | | | | |
| Institutional Decisions 2020 3Q2020 4Q2020 to Buy 135 121 121 to Sell 129 135 142 Hld's(000) 25635 25731 25483 | | | | | | | | | | | | | | | | | | | | | | |
| Percent shares traded 24 16 8 | | | | | | | | | | | | | | | | | | | | | | |
| % TOT. RETURN 2/21 THIS STOCK VL ARITH. INDEX 1 yr. -3.0 50.1 3 yr. 43.9 45.4 5 yr. 88.1 108.8 | | | | | | | | | | | | | | | | | | | | | | |
| 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | © VALUE LINE PUB. LLC | | 24-26 | | |
| 7.03 | 7.88 | 8.75 | 9.21 | 9.74 | 10.71 | 11.12 | 12.12 | 12.19 | 12.17 | 12.56 | 11.92 | 12.01 | 11.88 | 12.86 | 13.24 | 13.55 | 13.75 | Revenues per sh | 17.20 | | | |
| 1.32 | 1.45 | 1.65 | 1.69 | 1.70 | 2.11 | 2.13 | 2.48 | 2.65 | 2.67 | 2.81 | 2.70 | 2.96 | 2.84 | 3.26 | 3.34 | 3.50 | 3.65 | "Cash Flow" per sh | 4.80 | | | |
| .66 | .67 | .81 | .78 | .81 | 1.11 | 1.12 | 1.41 | 1.61 | 1.57 | 1.61 | 1.62 | 1.88 | 1.72 | 2.28 | 2.33 | 2.40 | 2.55 | Earnings per sh ^A | 3.05 | | | |
| .45 | .46 | .48 | .50 | .51 | .52 | .55 | .64 | .76 | .83 | .87 | .91 | .99 | 1.06 | 1.16 | 1.28 | 1.40 | 1.52 | Div'd Decl'd per sh ^B | 2.00 | | | |
| 2.12 | 1.95 | 1.45 | 2.23 | 2.09 | 2.12 | 2.13 | 1.77 | 2.52 | 1.89 | 2.39 | 3.55 | 3.08 | 3.44 | 4.12 | 3.54 | 4.05 | 4.00 | Cap'l Spending per sh | 4.25 | | | |
| 7.86 | 8.32 | 8.77 | 8.97 | 9.70 | 10.13 | 10.84 | 11.80 | 12.72 | 13.24 | 12.77 | 13.52 | 14.45 | 15.19 | 16.33 | 17.39 | 18.95 | 20.00 | Book Value per sh ^D | 23.20 | | | |
| 33.60 | 34.10 | 34.46 | 34.60 | 37.06 | 37.26 | 37.70 | 38.53 | 38.72 | 38.29 | 36.50 | 36.57 | 36.68 | 36.76 | 36.85 | 36.89 | 37.25 | 37.50 | Common Shs Outst'g ^C | 37.50 | | | |
| 21.9 | 27.7 | 24.0 | 22.6 | 21.2 | 15.7 | 15.4 | 14.3 | 17.2 | 20.1 | 24.6 | 25.6 | 25.7 | 34.0 | 34.4 | 34.3 | Bold figures are Value Line estimates | | Avg Ann'l P/E Ratio | 24.0 | | | |
| 1.17 | 1.50 | 1.27 | 1.36 | 1.41 | 1.00 | .97 | .91 | .97 | 1.06 | 1.24 | 1.34 | 1.29 | 1.84 | 1.83 | 1.78 | | | Relative P/E Ratio | 1.35 | | | |
| 3.1% | 2.5% | 2.5% | 2.9% | 2.9% | 3.0% | 3.2% | 3.1% | 2.7% | 2.6% | 2.2% | 2.2% | 2.0% | 1.8% | 1.5% | 1.6% | | | Avg Ann'l Div'd Yield | 2.8% | | | |
| CAPITAL STRUCTURE as of 12/31/20 | | | | 419.3 | 466.9 | 472.1 | 465.8 | 458.6 | 436.1 | 440.6 | 436.8 | 473.9 | 488.2 | 505 | 515 | Revenues (\$mill) | 645 | | | | | |
| Total Debt \$575.0 mill. Due in 5 Yrs \$136.0 mill. | | | | 42.0 | 54.1 | 62.7 | 61.1 | 60.5 | 59.7 | 69.4 | 63.9 | 84.3 | 86.4 | 90.0 | 95.0 | Net Profit (\$mill) | 115 | | | | | |
| LT Debt \$574.6 mill. LT Interest \$22.5 mill. (47% of Cap'l) | | | | 41.7% | 39.9% | 36.3% | 38.4% | 38.4% | 36.8% | 36.0% | 22.0% | 22.6% | 24.6% | 23.0% | 24.0% | Income Tax Rate | 23.0% | | | | | |
| Leases, Uncapitalized: Annual rentals \$2.6 mill. Pension Assets-12/19 \$213.1 mill. Oblig. \$272.8 mill. | | | | 2.0% | 2.5% | -- | -- | -- | -- | -- | 2.5% | -- | -- | 1.0% | 1.0% | AFUDC % to Net Profit | 1.0% | | | | | |
| Pfd Stock None | | | | 45.4% | 42.2% | 39.8% | 39.1% | 41.1% | 39.4% | 38.0% | 40.5% | 44.4% | 47.2% | 45.0% | 45.5% | Long-Term Debt Ratio | 53.5% | | | | | |
| Common Stock 36,898,213 shs. as of 2/19/20 | | | | 54.6% | 57.8% | 60.2% | 60.9% | 58.9% | 60.6% | 62.0% | 59.5% | 55.6% | 52.8% | 55.0% | 54.5% | Common Equity Ratio | 46.5% | | | | | |
| MARKET CAP: \$2.8 billion (Mid Cap) | | | | 749.1 | 787.0 | 818.4 | 832.6 | 791.5 | 815.3 | 854.9 | 938.4 | 1082.5 | 1216.2 | 1280 | 1380 | Total Capital (\$mill) | 1620 | | | | | |
| CURRENT POSITION (\$MILL.) | | | | 896.5 | 917.8 | 981.5 | 1003.5 | 1060.8 | 1150.9 | 1205.0 | 1296.3 | 1415.7 | 1512.0 | 1600 | 1700 | Net Plant (\$mill) | 1925 | | | | | |
| Cash Assets | | | | 7.1 | 1.3 | 36.7 | 7.1% | 8.3% | 8.9% | 8.6% | 9.0% | 8.6% | 9.3% | 7.9% | 8.9% | 8.0% | 8.0% | 8.0% | Return on Total Cap'l | 8.5% | | |
| Accts Receivable | | | | 23.4 | 20.9 | 29.2 | 10.3% | 11.9% | 12.7% | 12.0% | 13.0% | 12.1% | 13.1% | 11.4% | 14.0% | 13.5% | 13.0% | 12.5% | Return on Shr. Equity | 13.0% | | |
| Other | | | | 101.0 | 100.3 | 91.2 | 10.3% | 11.9% | 12.7% | 12.0% | 13.0% | 12.1% | 13.1% | 11.4% | 14.0% | 13.5% | 13.0% | 12.5% | Return on Com Equity | 13.0% | | |
| Current Assets | | | | 131.5 | 122.5 | 157.1 | 5.3% | 6.6% | 6.8% | 5.7% | 6.0% | 5.3% | 6.2% | 4.5% | 6.9% | 6.1% | 6.0% | 5.0% | Retained to Com Eq | 4.5% | | |
| Accts Payable | | | | 59.5 | 55.6 | 63.8 | 49% | 45% | 47% | 53% | 54% | 56% | 52% | 61% | 51% | 55% | 58% | 60% | All Div'ds to Net Prof | 66% | | |
| Debt Due | | | | 40.3 | 5.3 | .4 | BUSINESS: American States Water Co. operates as a holding company. Through its principal subsidiary, Golden State Water Co., it supplies water to 261,976 customers in 10 California counties. Service areas include the metropolitan areas of Los Angeles and Orange Counties. The company also provides electricity to 24,545 customers in Big Bear Lake and San Bernardino Cnty. Provides water & wastewater services to U.S. military bases through its ASUS subsidiary. Sold Chaparral City Wtr. of AZ. (6/11). Employs 841. BlackRock, Inc. owns 15.9% of out. shares; Vanguard, 11.9%; off. & dir. 1.0%. (4/20 Proxy). Chairman: Lloyd Ross. Pres. & CEO: Robert Sprowls. Inc. CA. Address: 630 East Foothill Blvd., San Dimas, CA 91773. Tel: 909-394-3600. Internet: www.aswater.com. | | | | | | | | | | | | | | | |
| Other | | | | 46.8 | 55.1 | 54.4 | Shares of American States Water have not performed well lately. Over the past three-month period, the price of the stock has declined about 2%. By comparison, the S&P 500 Index has increased 7%, a difference of nearly 900 basis points. Meanwhile, a major rate case is pending. California is a state where water utilities file a petition to raise prices once every three years. Last summer, the Golden States Water Company (GSWC) submitted the papers for rate hikes that would cover the years 2022 to 2024. The final decision on the case is not expected until late this year, at the earliest. Our earnings assumptions are based upon a reasonable ruling, as relations with the regulators has been mostly positive. An unexpectedly harsh decision would have a negative impact on the bottom line. Earnings should advance at a decent clip both this year and next. The company's year-over-year share net will likely only increase 3% in 2021. (Utilities often see earnings growth slow in the year before new rates are determined.) In 2022, with the assistance of higher rates, we are estimating that earnings per share will climb 6%. | | | | | | | | | | | | | | | |
| Current Liab. | | | | 146.6 | 116.0 | 118.6 | Dividend growth prospects seem to be somewhat brighter. At the company's August board meeting, we think the distribution per share will be raised \$0.03, a 9% increase. This is near the very high end of the range for water utilities. The company's nonregulated operations offer some potential upside. Through its ASUS business, the company operates water systems at U.S. Army installations. ASUS has been reasonably successful in winning its share of the many contracts the military has put out for bid. With more privatizations of these facilities planned, this segment could provide higher-margined revenues. That's because returns here are not capped, so there isn't a limit on profitability. These neutrally ranked shares do not have appeal, at this time. Despite lagging the market, AWR is only ranked to perform in line with the major indexes in the year ahead. Moreover, over the pull to 2024-2026, total return potential is well below the Value Line median, as the equity is already in its Target Price Range. | | | | | | | | | | | | | | | |
| ANNUAL RATES of change (per sh) | | | | Past 10 Yrs. | Past 5 Yrs. | Est'd '18-'20 to '24-'26 | James A. Flood April 9, 2021 | | | | | | | | | | | | | | | |
| Revenues | | | | 2.5% | 5% | 5.0% | | | | | | | | | | | | | | | | |
| "Cash Flow" | | | | 5.5% | 3.0% | 7.0% | | | | | | | | | | | | | | | | |
| Earnings | | | | 9.0% | 5.5% | 6.5% | | | | | | | | | | | | | | | | |
| Dividends | | | | 8.5% | 7.5% | 9.5% | | | | | | | | | | | | | | | | |
| Book Value | | | | 5.5% | 5.0% | 5.5% | | | | | | | | | | | | | | | | |
| Cal-endar | QUARTERLY REVENUES (\$ mill.) | | | | | Full Year | | | | | | | | | | | | | | | | |
| | Mar.31 | Jun.30 | Sep.30 | Dec.31 | | | | | | | | | | | | | | | | | | |
| 2018 | 94.7 | 106.9 | 124.2 | 111.0 | | 436.8 | | | | | | | | | | | | | | | | |
| 2019 | 101.7 | 124.7 | 134.5 | 113.0 | | 473.9 | | | | | | | | | | | | | | | | |
| 2020 | 109.1 | 121.3 | 133.6 | 124.2 | | 488.2 | | | | | | | | | | | | | | | | |
| 2021 | 115 | 125 | 145 | 120 | | 505 | | | | | | | | | | | | | | | | |
| 2022 | 118 | 127 | 148 | 122 | | 515 | | | | | | | | | | | | | | | | |
| Cal-endar | EARNINGS PER SHARE ^A | | | | | Full Year | | | | | | | | | | | | | | | | |
| | Mar.31 | Jun.30 | Sep.30 | Dec.31 | | | | | | | | | | | | | | | | | | |
| 2018 | .29 | .44 | .62 | .37 | | 1.72 | | | | | | | | | | | | | | | | |
| 2019 | .35 | .72 | .76 | .45 | | 2.28 | | | | | | | | | | | | | | | | |
| 2020 | .38 | .69 | .72 | .54 | | 2.33 | | | | | | | | | | | | | | | | |
| 2021 | .45 | .67 | .75 | .53 | | 2.40 | | | | | | | | | | | | | | | | |
| 2022 | .48 | .72 | .78 | .57 | | 2.55 | | | | | | | | | | | | | | | | |
| Cal-endar | QUARTERLY DIVIDENDS PAID ^B | | | | | Full Year | | | | | | | | | | | | | | | | |
| | Mar.31 | Jun.30 | Sep.30 | Dec.31 | | | | | | | | | | | | | | | | | | |
| 2017 | .242 | .242 | .255 | .255 | | .99 | | | | | | | | | | | | | | | | |
| 2018 | .255 | .255 | .275 | .275 | | 1.06 | | | | | | | | | | | | | | | | |
| 2019 | .275 | .275 | .305 | .305 | | 1.16 | | | | | | | | | | | | | | | | |
| 2020 | .305 | .305 | .335 | .335 | | 1.28 | | | | | | | | | | | | | | | | |
| 2021 | .335 | | | | | | | | | | | | | | | | | | | | | |

(A) Primary earnings. Excludes nonrecurring gains/(losses): '05, 13c; '06, 3c; '08, (14c); '10, (23c); '11, 10c. Next earnings report due mid-May.

(B) Dividends historically paid in early March, June, September, and December. ■ Div'd reinvestment plan available.

(C) In millions, adjusted for split.
(D) Includes intangibles. As of 12/31/20; \$1.1 million/\$0.03 a share.

| | |
|------------------------------|-----|
| Company's Financial Strength | A |
| Stock's Price Stability | 100 |
| Price Growth Persistence | 95 |
| Earnings Predictability | 85 |

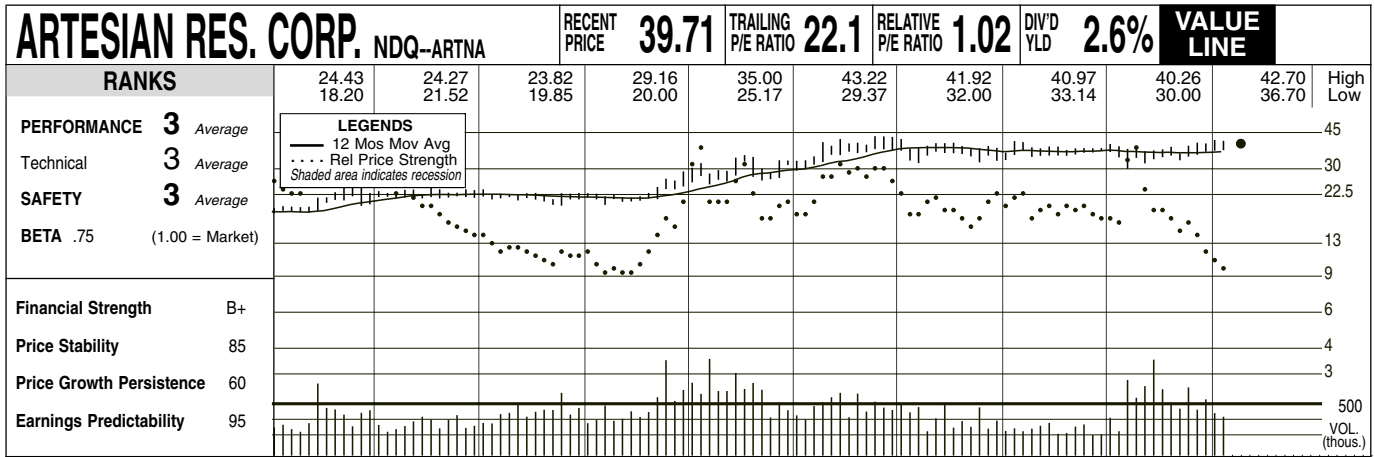
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Appendix A-5.2 (ScottMadden)

| AMERICAN WATER NYSE-AWK | | | | RECENT PRICE | P/E RATIO | RELATIVE P/E RATIO | DIV'D YLD | VALUE LINE | | | | | | | | | | | |
|--|--------|------------------|--|---|-------------------------------------|---|-----------|---|--------|--------|--------|---|--------|--------|-----------------------|---|--------|----------------------------------|--------|
| | | | | 147.91 | 35.4 (Trailing: 37.8; Median: 24.0) | 1.62 | 1.6% | | | | | | | | | | | | |
| TIMELINESS | 2 | Lowered 11/13/20 | High: 25.8 | 39.4 | 45.1 | 56.2 | 61.2 | 85.2 | 92.4 | 98.2 | 129.9 | 172.6 | 166.1 | | Target Price | Range | | | |
| SAFETY | 3 | New 7/25/08 | Low: 19.4 | 31.3 | 37.0 | 41.1 | 48.4 | 58.9 | 70.0 | 76.0 | 88.0 | 92.0 | 131.0 | | 2024 | 2025 | 2026 | | |
| TECHNICAL | 3 | Lowered 4/9/21 | LEGENDS 1.10 x Dividends p sh divided by Interest Rate Relative Price Strength Options: Yes Shaded area indicates recession | | | | | | | | | | | | | | | | |
| BETA | .85 | (1.00 = Market) | | | | | | | | | | | | | | | | | |
| 18-Month Target Price Range Low-High Midpoint (% to Mid) \$114-\$247 \$181 (20%) | | | | | | | | | | | | | | | | | | | |
| 2024-26 PROJECTIONS Price Ann'l Total High 155 Gain (+5%) 3% Low 105 (-30%) -6% | | | | | | | | | | | | | | | | | | | |
| Institutional Decisions 2020to 3020to 4020to to Buy 363 401 449 to Sell 371 337 344 Hld's(000) 151102 150689 148917 Percent shares traded 21 14 7 | | | | | | | | | | | | | | | | | | | |
| % TOT. RETURN 2/21 THIS STOCK VL ARITH. INDEX 1 yr. 16.5 50.1 3 yr. 87.7 45.4 5 yr. 139.3 108.8 | | | | | | | | | | | | | | | | | | | |
| 2005 | 2006E | 2007E | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | © VALUE LINE PUB. LLC | 24-26 |
| -- | 13.08 | 13.84 | 14.61 | 13.98 | 15.49 | 15.18 | 16.25 | 16.28 | 16.78 | 17.72 | 18.54 | 18.81 | 19.04 | 19.97 | 20.83 | 22.10 | 23.30 | Revenues per sh | 25.80 |
| -- | .65 | d.47 | 2.87 | 2.89 | 3.56 | 3.73 | 4.27 | 4.36 | 4.75 | 5.13 | 5.26 | 5.14 | 6.15 | 6.65 | 7.24 | 7.70 | 8.25 | "Cash Flow" per sh | 9.70 |
| -- | d.97 | d2.14 | 1.10 | 1.25 | 1.53 | 1.72 | 2.11 | 2.06 | 2.39 | 2.64 | 2.62 | 2.38 | 3.15 | 3.43 | 3.91 | 4.25 | 4.60 | Earnings per sh ^A | 5.50 |
| -- | -- | -- | .40 | .82 | .86 | .90 | 1.21 | .84 | 1.21 | 1.33 | 1.47 | 1.62 | 1.78 | 1.96 | 2.15 | 2.35 | 2.55 | Div'd Decl'd per sh ^B | 3.10 |
| -- | 4.31 | 4.74 | 6.31 | 4.50 | 4.38 | 5.27 | 5.25 | 5.50 | 5.33 | 6.51 | 7.36 | 8.04 | 8.78 | 9.15 | 10.05 | 12.80 | 12.60 | Cap'l Spending per sh | 11.75 |
| -- | 23.86 | 28.39 | 25.64 | 22.91 | 23.59 | 24.11 | 25.11 | 26.52 | 27.39 | 28.25 | 29.24 | 30.13 | 32.42 | 33.83 | 35.58 | 37.45 | 39.40 | Book Value per sh ^D | 50.00 |
| -- | 160.00 | 160.00 | 160.00 | 174.63 | 175.00 | 175.66 | 176.99 | 178.25 | 179.46 | 178.28 | 178.10 | 178.44 | 180.68 | 180.81 | 181.30 | 181.50 | 182.00 | Common Shs Outst'g ^C | 190.00 |
| -- | -- | -- | 18.9 | 15.6 | 14.6 | 16.8 | 16.7 | 19.9 | 20.0 | 20.5 | 27.7 | 33.8 | 27.3 | 32.9 | 35.3 | Bold figures are Value Line estimates | | Avg Ann'l P/E Ratio | 23.5 |
| -- | -- | -- | 1.14 | 1.04 | .93 | 1.05 | 1.06 | 1.12 | 1.05 | 1.03 | 1.45 | 1.70 | 1.47 | 1.75 | 1.83 | | | Relative P/E Ratio | 1.30 |
| -- | -- | -- | 1.9% | 4.2% | 3.8% | 3.1% | 3.4% | 2.0% | 2.5% | 2.0% | 2.0% | 2.0% | 2.1% | 1.7% | 1.6% | | | Avg Ann'l Div'd Yield | 2.4% |
| CAPITAL STRUCTURE as of 12/31/20 Total Debt \$10691 mil. Due in 5 Yrs \$2500 mil. LT Debt \$9329 mil. LT Interest \$354 mil. (59% of Cap'l) | | | | 2666.2 | 2876.9 | 2901.9 | 3011.3 | 3159.0 | 3302.0 | 3357.0 | 3440.0 | 3610.0 | 3777.0 | 4010 | 4240 | Revenues (\$mill) | 4900 | | |
| Leases, Uncapitalized: Annual rentals \$14.0 mill. Pension Assets 12/19 \$1747.0 mill Pfd Stock \$4.0 mill. Pfd Div'd \$3 mill | | | | 304.9 | 374.3 | 369.3 | 429.8 | 476.0 | 468.0 | 426.0 | 567.0 | 621.0 | 709.0 | 770 | 835 | Net Profit (\$mill) | 1045 | | |
| Common Stock 181,439,255 shares as of 2/19/21 | | | | 39.5% | 40.7% | 39.1% | 39.4% | 39.1% | 39.2% | 53.3% | 28.2% | 25.5% | 23.3% | 23.5% | 23.5% | Income Tax Rate | 24.0% | | |
| MARKET CAP: \$26.8 billion (Large Cap) | | | | -- | 6.2% | 5.1% | -- | -- | -- | -- | -- | 5.1% | 4.0% | 5.0% | 5.0% | AFUDC % to Net Profit | 5.0% | | |
| CURRENT POSITION (\$MILL.) | | | | 55.7% | 53.9% | 52.4% | 52.4% | 53.7% | 52.4% | 54.7% | 56.3% | 58.5% | 59.1% | 59.5% | 61.5% | Long-Term Debt Ratio | 61.0% | | |
| Cash Assets 158 91 576 Accts Receivable 301 294 321 Other 322 900 1009 Current Assets 781 1285 1906 Accts Payable 175 203 189 Debt Due 1035 814 1611 Other 884 1028 1081 Current Liab. 2094 2045 2881 | | | | 44.2% | 46.1% | 47.6% | 47.4% | 46.2% | 47.5% | 43.6% | 41.4% | 40.9% | 40.5% | 39.5% | 39.5% | Common Equity Ratio | 39.0% | | |
| ANNUAL RATES Past 10 Yrs. Past 5 Yrs. Est'd '18-'20 of change (per sh) | | | | 9580.3 | 9635.5 | 9940.7 | 10364 | 10911 | 10967 | 11875 | 13433 | 14760 | 15787 | 16800 | 19000 | Total Capital (\$mill) | 20000 | | |
| Revenues 3.0% 3.5% 4.5% "Cash Flow" 8.0% 7.0% 6.5% Earnings 10.5% 8.0% 8.5% Dividends 11.0% 11.5% 8.5% Book Value 3.5% 4.5% 5.0% | | | | 11021 | 11739 | 12391 | 12900 | 13933 | 14992 | 16246 | 17409 | 18232 | 19710 | 21150 | 22650 | Net Plant (\$mill) | 24500 | | |
| QUARTERLY REVENUES (\$ mill.) | | | | 4.8% | 5.4% | 5.1% | 5.5% | 5.7% | 5.6% | 4.9% | 5.4% | 5.7% | 6.0% | 5.5% | Return on Total Cap'l | 6.0% | | | |
| Cal-endar | Mar.31 | Jun.30 | Sep.30 | Dec.31 | Full Year | BUSINESS: American Water Works Company, Inc. is the largest investor-owned water and wastewater utility in the U.S., providing services to approximately 15 million people in 46 states. Nonregulated business assists municipalities and military bases with the maintenance and upkeep as well. Regulated operations made up 86% of 2020 revenues. New Jersey is its largest market accounting for 24.5% of regulated revenues; Pennsylvania, 22.5%; Missouri, 10.6%. Has 6,800 employees. The Vanguard Grp, owns 11.7% of outstanding shares; BlackRock, Inc., 8.1%; officers & directors, less than 1.0%. (3/21 Proxy). President & CEO: Susan N. Story, Chairman: George MacKenzie. Address: 1 Water Street, Camden, NJ 08102. Tel.: 856-346-8200. Internet: www.amwater.com. | | | | | | | | | | | | | |
| 2018 | 761 | 853 | 976 | 850 | 3440 | American Water Works completed another very successful year in 2020. Due in part to a strong fourth quarter, the water utility managed to post an impressive 14% share-earnings increase over 2019. One of the most attractive qualities about this industry is that the demand for water is relatively inelastic. Hence, the pandemic has had no real impact on the company. | | | | | | | | | | | | | |
| 2019 | 813 | 882 | 1013 | 902 | 3610 | The earnings picture remains bright. American Water has an aggressive acquisition policy (more below). This, plus solid cost controls, an expanding rate base, and the stable need for water, should ensure solid yearly earnings per share increases for the foreseeable future. We think the company's share net will rise 8% both this year and in 2022. Through 2024 to 2026, we estimate growth here should be in the 7%-10% range, a much higher rate than the typical utility. | | | | | | | | | | | | | |
| 2020 | 844 | 931 | 1079 | 923 | 3777 | The company ought to continue to following what has been a successful strategy. Management has been acquiring small, independent water districts for many years. Indeed, in 2020, 23 such purchases were made. Domestically, there are literally thousands of these undersized water entities that are run by local municipalities. Often they are inefficient and undercapitalized. American Water can merge these operations into its existing business and attain significant economies of scale. As a result, the utility's margins should continue to widen annually as long as this policy is in place. | | | | | | | | | | | | | |
| 2021 | 880 | 995 | 1140 | 995 | 4010 | Capital expenditures are large, but manageable. Like others in the group, the company is spending heavily to upgrade its pipelines and other assets. Also, most of the acquisitions require investment to ensure that they are in compliance with federal mandates. Over the past 10 years, capital outlays have totaled \$28 billion. Out to mid-decade, annual outlays may average \$2.2 billion to \$2.5 billion. The balance sheet will likely handle this without deteriorating much. | | | | | | | | | | | | | |
| 2022 | 935 | 1055 | 1200 | 1050 | 4240 | These shares are timely. Since our January report, the equity has underperformed the market indexes by about 750 basis points. Thus, the premium investors usually have to pay for this industry standout has declined to some degree. | | | | | | | | | | | | | |
| Cal-endar | Mar.31 | Jun.30 | Sep.30 | Dec.31 | Full Year | <i>James A. Flood</i> <i>April 9, 2021</i> | | | | | | | | | | | | | |
| 2018 | .59 | .91 | 1.03 | .62 | 3.15 | | | | | | | | | | | | | | |
| 2019 | .62 | .94 | 1.33 | .54 | 3.43 | | | | | | | | | | | | | | |
| 2020 | .68 | .97 | 1.46 | .80 | 3.91 | | | | | | | | | | | | | | |
| 2021 | .73 | 1.05 | 1.60 | .87 | 4.25 | | | | | | | | | | | | | | |
| 2022 | .80 | 1.15 | 1.70 | .95 | 4.60 | | | | | | | | | | | | | | |
| Cal-endar | Mar.31 | Jun.30 | Sep.30 | Dec.31 | Full Year | QUARTERLY DIVIDENDS PAID ^B | | | | | | | | | | | | | |
| 2017 | .375 | .415 | .415 | .415 | 1.62 | | | | | | | | | | | | | | |
| 2018 | .415 | .455 | .455 | .455 | 1.78 | | | | | | | | | | | | | | |
| 2019 | .455 | .50 | .50 | .50 | 1.96 | | | | | | | | | | | | | | |
| 2020 | .50 | .55 | .55 | .55 | 2.15 | | | | | | | | | | | | | | |
| 2021 | .55 | | | | | | | | | | | | | | | | | | |
| (A) Diluted earnings. Excludes nonrecurring losses: '08, \$4.62; '09, \$2.63; '11, \$0.07. Disc. oper.: '06, (\$0.04); '11, \$0.03; '12, (\$0.10); '13, (\$0.01). GAAP used as of 2014. Next earnings report due mid-May. | | | | (B) Dividends paid in March, June, September, and December. ■ Div. reinvestment available. | | | | (C) In millions. (D) Includes intangibles. On 12/31/20: \$1.559 billion, \$8.59/share. | | | | (E) Pro forma numbers for '06 & '07. | | | | Company's Financial Strength B++ Stock's Price Stability 85 Price Growth Persistence 80 Earnings Predictability 85 | | | |
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Appendix A-5.2 (ScottMadden)



| © VALUE LINE PUBLISHING LLC | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021/2022 |
|-----------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|---|
| SALES PER SH | 8.10 | 7.82 | 8.13 | 8.50 | 8.67 | 8.92 | 8.69 | 9.00 | 9.42 | |
| "CASH FLOW" PER SH | 2.04 | 1.87 | 2.04 | 2.22 | 2.43 | 2.55 | 2.66 | 2.77 | 2.99 | |
| EARNINGS PER SH | 1.13 | .94 | 1.07 | 1.26 | 1.41 | 1.51 | 1.54 | 1.60 | 1.79 | NA/NA |
| DIV'DS DECL'D PER SH | .79 | .82 | .85 | .87 | .90 | .93 | .96 | .98 | 1.01 | |
| CAP'L SPENDING PER SH | 2.36 | 2.40 | 2.66 | 2.28 | 3.10 | 4.46 | 5.30 | 4.38 | 3.66 | |
| BOOK VALUE PER SH | 13.57 | 13.80 | 14.09 | 14.61 | 15.23 | 15.91 | 16.57 | 17.25 | 18.11 | |
| COMMON SHS OUTST'G (MILL) | 8.71 | 8.83 | 8.91 | 9.06 | 9.13 | 9.22 | 9.25 | 9.29 | 9.36 | |
| AVG ANN'L P/E RATIO | 18.3 | 23.9 | 20.5 | 18.0 | 20.9 | 24.2 | 23.9 | 22.8 | 20.2 | NA/NA |
| RELATIVE P/E RATIO | 1.17 | 1.34 | 1.08 | .93 | 1.14 | 1.21 | 1.35 | 1.32 | 1.19 | |
| AVG ANN'L DIV'D YIELD | 3.8% | 3.7% | 3.9% | 3.8% | 3.1% | 2.5% | 2.6% | 2.7% | 2.8% | |
| SALES (\$MILL) | 70.6 | 69.1 | 72.5 | 77.0 | 79.1 | 82.2 | 80.4 | 83.6 | 88.1 | Bold figures are consensus earnings estimates and, using the recent prices, P/E ratios. |
| OPERATING MARGIN | 48.7% | 47.0% | 48.8% | 43.0% | 44.4% | 44.6% | 46.1% | 43.0% | 47.8% | |
| DEPRECIATION (\$MILL) | 7.9 | 8.3 | 8.7 | 8.8 | 9.2 | 9.6 | 10.3 | 10.8 | 11.1 | |
| NET PROFIT (\$MILL) | 9.8 | 8.3 | 9.5 | 11.3 | 13.0 | 14.0 | 14.3 | 14.9 | 16.8 | |
| INCOME TAX RATE | 40.2% | 40.2% | 40.1% | -- | -- | -- | -- | -- | -- | |
| NET PROFIT MARGIN | 14.0% | 12.0% | 13.1% | 14.7% | 16.4% | 17.0% | 17.8% | 17.9% | 19.1% | |
| WORKING CAP'L (\$MILL) | d11.4 | d12.3 | d13.5 | d8.8 | d4.7 | d9.5 | d21.6 | d11.4 | d26.1 | |
| LONG-TERM DEBT (\$MILL) | 106.3 | 105.5 | 105.0 | 103.6 | 102.3 | 105.6 | 115.9 | 144.2 | 142.3 | |
| SHR. EQUITY (\$MILL) | 118.2 | 121.8 | 125.6 | 132.3 | 139.0 | 146.6 | 153.3 | 160.3 | 169.4 | |
| RETURN ON TOTAL CAP'L | 5.9% | 5.1% | 5.5% | 6.3% | 6.7% | 6.8% | 6.5% | 6.1% | 6.6% | |
| RETURN ON SHR. EQUITY | 8.3% | 6.8% | 7.6% | 8.5% | 9.3% | 9.5% | 9.3% | 9.3% | 9.9% | |
| RETAINED TO COM EQ | 2.5% | .9% | 1.6% | 2.6% | 3.4% | 3.7% | 3.6% | 3.6% | 4.4% | |
| ALL DIV'DS TO NET PROF | 70% | 87% | 79% | 69% | 63% | 61% | 62% | 61% | 56% | |

Note: No analyst estimates available.

| ANNUAL RATES | | | | | | ASSETS (\$mill.) | | | INDUSTRY: Water Utility | | | | |
|-------------------------|---------------------------|------------|-------|-------|----------------|--|--------------------------|---------------|--|--|--|--------------|--|
| of change (per share) | | 5 Yrs. | 1 Yr. | | | 2018 | 2019 | 12/31/20 | BUSINESS: Artesian Resources Corp. operates as the parent holding company of five regulated public utilities: Artesian Water Company, Inc., Artesian Water Pennsylvania, Inc., Artesian Water Maryland, Inc., Artesian Wastewater Management, Inc., and Artesian Wastewater Maryland, Inc.; and three non-regulated subsidiaries: Artesian Utility Development, Inc., Artesian Development Corp., and Artesian Storm Water Services, Inc. Its principal subsidiary, Artesian Water Company, Inc., distributes and sells water, including water for public and private fire protection, to residential, commercial, industrial, municipal, and utility customers in Delaware, Maryland, and Pennsylvania. It provides wastewater services to customers in Delaware. In addition, it provides contract water and wastewater operations, and water, sewer and internal Service Line Protection Plans. Artesian Water produced approximately 86% of 2020 consolidated operating revenues. Has 235 employees. Chairman, C.E.O. & President: Dian C. Taylor Address: 664 Churchmans Rd., Newark, DE 19702. Tel.: (302) 453-6900. Internet: www.artesianresources.com. | | | | |
| Sales | 2.0% | 4.5% | | | Cash Assets | .3 | .6 | .0 | | | | | |
| "Cash Flow" | 6.5% | 8.0% | | | Receivables | 8.2 | 6.9 | 10.2 | | | | | |
| Earnings | 8.5% | 12.0% | | | Inventory | 1.5 | 1.3 | 1.5 | | | | | |
| Dividends | 3.0% | 2.5% | | | Other | 6.1 | 5.4 | 5.9 | | | | | |
| Book Value | 4.0% | 5.0% | | | Current Assets | 16.1 | 14.2 | 17.6 | | | | | |
| Fiscal Year | QUARTERLY SALES (\$mill.) | | | | Full Year | Property, Plant & Equip, at cost | | | BUSINESS: Artesian Resources Corp. operates as the parent holding company of five regulated public utilities: Artesian Water Company, Inc., Artesian Water Pennsylvania, Inc., Artesian Water Maryland, Inc., Artesian Wastewater Management, Inc., and Artesian Wastewater Maryland, Inc.; and three non-regulated subsidiaries: Artesian Utility Development, Inc., Artesian Development Corp., and Artesian Storm Water Services, Inc. Its principal subsidiary, Artesian Water Company, Inc., distributes and sells water, including water for public and private fire protection, to residential, commercial, industrial, municipal, and utility customers in Delaware, Maryland, and Pennsylvania. It provides wastewater services to customers in Delaware. In addition, it provides contract water and wastewater operations, and water, sewer and internal Service Line Protection Plans. Artesian Water produced approximately 86% of 2020 consolidated operating revenues. Has 235 employees. Chairman, C.E.O. & President: Dian C. Taylor Address: 664 Churchmans Rd., Newark, DE 19702. Tel.: (302) 453-6900. Internet: www.artesianresources.com. | | | | |
| 12/31/18 | 18.9 | 20.2 | 21.9 | 19.4 | 80.4 | 629.4 | 671.9 | 711.7 | | | | | |
| 12/31/19 | 19.4 | 20.7 | 22.5 | 21.0 | 83.6 | 126.9 | 137.4 | 148.3 | | | | | |
| 12/31/20 | 19.9 | 21.8 | 24.7 | 21.7 | 88.1 | 502.5 | 534.5 | 563.4 | | | | | |
| 12/31/21 | | | | | | Other | 11.2 | 11.7 | | | | 12.2 | |
| Fiscal Year | EARNINGS PER SHARE | | | | Full Year | LIABILITIES (\$mill.) | | | BUSINESS: Artesian Resources Corp. operates as the parent holding company of five regulated public utilities: Artesian Water Company, Inc., Artesian Water Pennsylvania, Inc., Artesian Water Maryland, Inc., Artesian Wastewater Management, Inc., and Artesian Wastewater Maryland, Inc.; and three non-regulated subsidiaries: Artesian Utility Development, Inc., Artesian Development Corp., and Artesian Storm Water Services, Inc. Its principal subsidiary, Artesian Water Company, Inc., distributes and sells water, including water for public and private fire protection, to residential, commercial, industrial, municipal, and utility customers in Delaware, Maryland, and Pennsylvania. It provides wastewater services to customers in Delaware. In addition, it provides contract water and wastewater operations, and water, sewer and internal Service Line Protection Plans. Artesian Water produced approximately 86% of 2020 consolidated operating revenues. Has 235 employees. Chairman, C.E.O. & President: Dian C. Taylor Address: 664 Churchmans Rd., Newark, DE 19702. Tel.: (302) 453-6900. Internet: www.artesianresources.com. | | | | |
| 12/31/17 | .34 | .35 | .42 | .40 | 1.51 | Accts Payable | 8.3 | 8.2 | | | | 6.4 | |
| 12/31/18 | .38 | .42 | .42 | .32 | 1.54 | Debt Due | 17.7 | 9.2 | | | | 28.6 | |
| 12/31/19 | .38 | .41 | .48 | .33 | 1.60 | Other | 11.7 | 8.2 | | | | 8.7 | |
| 12/31/20 | .44 | .49 | .54 | .32 | 1.79 | Current Liab | 37.7 | 25.6 | | | | 43.7 | |
| Cal-endar | QUARTERLY DIVIDENDS PAID | | | | Full Year | LONG-TERM DEBT AND EQUITY as of 12/31/20 | | | BUSINESS: Artesian Resources Corp. operates as the parent holding company of five regulated public utilities: Artesian Water Company, Inc., Artesian Water Pennsylvania, Inc., Artesian Water Maryland, Inc., Artesian Wastewater Management, Inc., and Artesian Wastewater Maryland, Inc.; and three non-regulated subsidiaries: Artesian Utility Development, Inc., Artesian Development Corp., and Artesian Storm Water Services, Inc. Its principal subsidiary, Artesian Water Company, Inc., distributes and sells water, including water for public and private fire protection, to residential, commercial, industrial, municipal, and utility customers in Delaware, Maryland, and Pennsylvania. It provides wastewater services to customers in Delaware. In addition, it provides contract water and wastewater operations, and water, sewer and internal Service Line Protection Plans. Artesian Water produced approximately 86% of 2020 consolidated operating revenues. Has 235 employees. Chairman, C.E.O. & President: Dian C. Taylor Address: 664 Churchmans Rd., Newark, DE 19702. Tel.: (302) 453-6900. Internet: www.artesianresources.com. | | | | |
| 2018 | .235 | .239 | .239 | .242 | .96 | Total Debt | \$170.9 mill. | Due in 5 Yrs. | | | | \$34.7 mill. | |
| 2019 | .242 | .246 | .246 | .25 | .98 | LT Debt | \$142.3 mill. | | | | | | |
| 2020 | .25 | .25 | .25 | .26 | 1.01 | Including Cap. Leases | None | | | | | | |
| 2021 | .257 | | | | | Leases, Uncapitalized | Annual rentals \$0 mill. | | | | | | |
| INSTITUTIONAL DECISIONS | | | | | | Pension Liability | | | TOTAL SHAREHOLDER RETURN Dividends plus appreciation as of 2/28/2021 | | | | |
| | | 2Q'20 | 3Q'20 | 4Q'20 | | | | 3 Mos. | | | | | |
| | | to Buy | 42 | 31 | | | | 6 Mos. | | | | | |
| | | to Sell | 29 | 41 | | | | 1 Yr. | | | | | |
| | | Hld's(000) | 4382 | 4328 | 4472 | | | | 3 Yrs. | | | | |
| | | | | | | | | 5 Yrs. | | | | | |
| | | | | | | | | 0.73% | | | | | |
| | | | | | | | | 6.58% | | | | | |
| | | | | | | | | 10.82% | | | | | |
| | | | | | | | | 20.40% | | | | | |
| | | | | | | | | 49.21% | | | | | |

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Appendix A-5.2 (ScottMadden)

| CALIFORNIA WATER NYSE-CWT | | | | RECENT PRICE 56.17 | | P/E RATIO 31.4 (Trailing: 29.0) Median: 24.0 | | RELATIVE P/E RATIO 1.43 | | DIV/D YLD 1.6% | | VALUE LINE | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|-----------------------|--|--|--|--|--|---|--|--|--|--|--|--|--|
| TIMELINESS 1 Raised 3/19/21 SAFETY 3 Lowered 7/27/07 TECHNICAL 2 Lowered 4/9/21 BETA .65 (1.00 = Market) | | | | LEGENDS 1.33 x Dividends p sh divided by Interest Rate Relative Price Strength 2-for-1 split 6/11 Options: Yes Shaded area indicates recession | | | | Target Price Range 2024: 64 2025: 80 2026: 100 | | | | High: 19.8, 19.4, 19.3, 23.4, 26.4, 26.0, 36.8, 46.2, 49.1, 57.5, 57.4, 60.5 Low: 16.9, 16.7, 16.8, 18.4, 20.3, 19.5, 22.5, 32.4, 35.3, 44.6, 39.7, 51.8 | | | | | | | | | | | |
| 18-Month Target Price Range Low-High Midpoint (% to Mid) \$43-\$81 \$62 (10%) | | | | 2024-26 PROJECTIONS Price Gain Ann'l Total Return High 65 (+15%) 6% Low 45 (-20%) -3% | | | | Institutional Decisions 2020 3Q2020 4Q2020 to Buy 109 101 122 to Sell 107 106 91 Hld's(000) 35580 36492 37534 | | | | % TOT. RETURN 2/21 THIS STOCK VL ARITH. INDEX 1 yr. 16.6 50.1 3 yr. 51.7 45.4 5 yr. 142.7 108.8 | | | | | | | | | | | |
| 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 | | | | © VALUE LINE PUB. LLC 24-26 | | | | | | | | | | | | | | | | | | | |
| CAPITAL STRUCTURE as of 12/31/20 Total Debt \$1156.2 mill. Due in 5 Yrs \$357.0 mill. LT Debt \$781.1 mill. LT Interest \$40.0 mill. (Total interest coverage: 5.2x) (46% of Cap'l) | | | | Pension Assets-12/20 \$716.8 mill. Oblig. \$833.9 mill. | | | | Pfd Stock None | | | | Common Stock 50,330,000 shs. | | | | MARKET CAP: \$2.8 billion (Mid Cap) | | | | | | | |
| CURRENT POSITION (\$MILL.) Cash Assets 47.2 42.7 44.6 Other 141.5 142.0 221.4 Current Assets 188.7 184.7 266.0 Accts Payable 95.6 108.5 131.7 Debt Due 170.0 197.0 375.1 Other 55.6 53.2 81.9 Current Liab. 321.2 358.7 588.7 | | | | ANNUAL RATES Past 10 Yrs. Past 5 Yrs. Est'd '18-'20 to '24-'26 Revenues 3.5% 4.0% 1.5% "Cash Flow" 6.0% 8.0% 2.0% Earnings 5.0% 8.0% 6.5% Dividends 3.0% 4.0% 6.5% Book Value 5.0% 5.0% 4.0% | | | | QUARTERLY REVENUES (\$ mill.)^F Cal-endar Mar.31 Jun.30 Sep.30 Dec.31 Full Year 2018 134.6 174.9 221.3 167.4 698.2 2019 126.1 179.0 232.6 176.9 714.6 2020 125.6 175.5 304.1 189.1 794.3 2021 155 205 255 200 815 2022 160 205 260 205 830 | | | | QUARTERLY EARNINGS PER SHARE^A Cal-endar Mar.31 Jun.30 Sep.30 Dec.31 Full Year 2018 d.02 .31 .75 .32 1.36 2019 d.16 .35 .88 .24 1.31 2020 d.42 .11 1.94 .31 1.97 2021 .08 .45 .95 .42 1.90 2022 .10 .45 1.00 .45 2.00 | | | | QUARTERLY DIVIDENDS PAID^B Cal-endar Mar.31 Jun.30 Sep.30 Dec.31 Full Year 2017 .18 .18 .18 .18 .72 2018 .1875 .1875 .1875 .1875 .75 2019 .1975 .1975 .1975 .1975 .79 2020 .2125 .2125 .2125 .2125 .85 2021 .230 | | | | BUSINESS: California Water Service Group provides regulated and nonregulated water service to 492,600 customers in 100 communities in the state of California. Accounts for about 94% of total customers. Also operates in Washington, New Mexico, and Hawaii. Main service areas: San Francisco Bay area, Sacramento Valley, Salinas Valley, San Joaquin Valley & parts of Los Angeles. Acquired Rio Grande Corp; West Hawaii Utilities (9/08). Revenue breakdown, '20: residential, 70%; business, 18%; industrial, 4%; public authorities, 5%; other 3%. Off. and dir. own 1% of common stock (4/20 proxy). Has 1,184 employees. Pres. and CEO: Martin A. Kropelnicki. Inc. DE. Addr.: 1720 North First St., San Jose, CA 95112-4598. Tel.: 408-367-8200. Internet: www.calwatergroup.com. | | | |
| California Water Service Group reported solid financial results to wrap up 2020. The West Coast water service provider generated revenues of \$189 million in the December period, or a 7% annual increase, thanks largely to rate hikes associated with the recently approved general rate case. Meanwhile, fourth-quarter share profits of \$0.31, which were also buoyed by benefits from the general rate case decision, specifically higher operating income and lower taxes, logged a healthy 29% advance compared to the year-earlier tally. | | | | California Water is on a buying spree. The company's subsidiary, Hawaii Water Service, announced that it has received approval to acquire the assets of Kapalua Water and Kapalua Waste Treatment Company, which will add roughly 1,000 service connections in the area. In addition, a deal has been inked to purchase the water system assets of Skyland Mutual Water Company. Pending regulatory approval, the transaction, which would add almost 19,000 service connection in California, is expected to be finalized early next year. Overall, tuck-in acquisitions | | | | will probably be a staple in the company's long-term growth strategy. The company is in the early innings of a massive infrastructure improvement program. Indeed, management is taking an aggressive approach to upgrading and revamping its aging water delivery, transportation, and treatment facilities. For this year, its capital spending budget for infrastructure-related projects is approximately \$285 million. Over the pull to 2025, the company is likely to invest upwards of \$700 million. Lastly, California Water has already been given the green light by the California Public Utilities Commission to tap the debt and equity markets. | | | | We continue to like this issue for subscribers with a short-term investment horizon. The stock has been raised one notch on our Timeliness Ranking Scale, to 1 (Highest) and, thus is slated to outpace the broader market averages over the coming six to 12 months. On the other hand, buy-and-hold accounts should turn the page, as total return potential out to 2024-2026 is unenticing at recent levels. | | | | | | | | | | | |
| (A) Basic EPS. Excl. nonrecurring gain (loss); '11, '4c. Next earnings report due early May. (B) Dividends historically paid in late Feb., May, Aug., and Nov. ■ Div'd reinvestment plan available. (C) Incl. intangible assets. In '20 : \$27.6 mill., \$0.55/sh. (D) In millions, adjusted for split. | | | | (E) Excludes non-regulated revenues | | | | Company's Financial Strength B++ Stock's Price Stability 95 Price Growth Persistence 70 Earnings Predictability 65 | | | | | | | | | | | | | | | |

Appendix A-5.2 (ScottMadden)

| | | | | | | | | | | | |
|-----------------------------------|----------|-----------------|--|---|-------------------------------|-------------------------------|-----------------------|-------------------|---------------|----------------|-------------|
| GLOBAL WATER RES. NDQ-GWRS | | | | RECENT PRICE 16.28 | TRAILING P/E RATIO NMF | RELATIVE P/E RATIO NMF | DIV'D YLD 1.8% | VALUE LINE | | | |
| RANKS | | | | | 9.29 6.23 | 10.00 7.90 | 11.61 8.40 | 14.99 9.00 | 16.20 8.50 | 18.13 14.40 | High Low |
| PERFORMANCE | 2 | Above Average | | LEGENDS — 12 Mos Mov Avg Rel Price Strength Shaded area indicates recession | | | | | | | |
| Technical | 2 | Above Average | | | | | | | | | |
| SAFETY | 3 | Average | | | | | | | | | |
| BETA | .75 | (1.00 = Market) | | | | | | | | | |
| Financial Strength | B | | | | | | | | | | |
| Price Stability | 80 | | | | | | | | | | |
| Price Growth Persistence | NMF | | | | | | | | | | |
| Earnings Predictability | NMF | | | | | | | | | | |

| © VALUE LINE PUBLISHING LLC | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021/2022 |
|-----------------------------|------|------|------|--------|-------|-------|-------|-------|-------|--|
| REVENUES PER SH | -- | -- | -- | -- | 1.52 | 1.59 | 1.65 | 1.65 | 1.71 | |
| "CASH FLOW" PER SH | -- | -- | -- | -- | .18 | .58 | .49 | .49 | .45 | |
| EARNINGS PER SH | -- | -- | -- | -- | d.15 | .23 | .15 | .10 | .05 | .11 A,B,18^C |
| DIV'DS DECL'D PER SH | -- | -- | -- | -- | .17 | .28 | .28 | .29 | .29 | |
| CAP'L SPENDING PER SH | -- | -- | -- | -- | .44 | 1.06 | .22 | .52 | .40 | |
| BOOK VALUE PER SH | -- | -- | -- | -- | .78 | .76 | 1.30 | 1.15 | 1.43 | |
| COMMON SHS OUTST'G (MILL) | -- | -- | -- | -- | 19.58 | 19.63 | 21.47 | 21.54 | 22.59 | |
| AVG ANN'L P/E RATIO | -- | -- | -- | -- | -- | 40.1 | 63.9 | NMF | NMF | NMF/90.4 |
| RELATIVE P/E RATIO | -- | -- | -- | -- | -- | 2.01 | 3.61 | NMF | NMF | |
| AVG ANN'L DIV'D YIELD | -- | -- | -- | -- | 2.2% | 3.0% | 3.0% | 2.6% | 2.5% | |
| REVENUES (\$MILL) | -- | -- | -- | 32.0 | 29.8 | 31.2 | 35.5 | 35.5 | 38.6 | Bold figures are consensus earnings estimates and, using the recent prices, P/E ratios. |
| OPERATING MARGIN | -- | -- | -- | 75.1% | 38.8% | 45.7% | 47.1% | 43.2% | 42.4% | |
| DEPRECIATION (\$MILL) | -- | -- | -- | 8.2 | 6.3 | 6.9 | 7.5 | 8.4 | 9.0 | |
| NET PROFIT (\$MILL) | -- | -- | -- | 21.4 | d2.9 | 4.6 | 3.1 | 2.2 | 1.1 | |
| INCOME TAX RATE | -- | -- | -- | 49.1% | -- | -- | 36.5% | 34.3% | 41.1% | |
| NET PROFIT MARGIN | -- | -- | -- | 66.9% | NMF | 14.6% | 8.7% | 6.3% | 2.9% | |
| WORKING CAP'L (\$MILL) | -- | -- | -- | 8.0 | 13.8 | .7 | 7.7 | 2.2 | 11.1 | |
| LONG-TERM DEBT (\$MILL) | -- | -- | -- | 104.7 | 114.3 | 114.4 | 114.5 | 114.7 | 112.7 | |
| SHR. EQUITY (\$MILL) | -- | -- | -- | 20.1 | 15.2 | 14.9 | 27.9 | 24.7 | 32.2 | |
| RETURN ON TOTAL CAP'L | -- | -- | -- | 20.5% | 2.4% | 5.5% | 4.0% | 3.5% | 2.6% | |
| RETURN ON SHR. EQUITY | -- | -- | -- | 106.5% | NMF | 30.6% | 11.1% | 9.0% | 3.4% | |
| RETAINED TO COM EQ | -- | -- | -- | 106.5% | NMF | NMF | 11.1% | NMF | NMF | |
| ALL DIV'DS TO NET PROF | -- | -- | -- | -- | NMF | 119% | -- | NMF | NMF | |

^ANo. of analysts changing earn. est. in last 29 days: 0 up, 0 down, consensus 5-year earnings growth 15.0% per year. ^BBased upon one analyst's estimate. ^CBased upon one analyst's estimate.

| ANNUAL RATES | | | | | | ASSETS (\$mill.) | | | INDUSTRY: Water Utility | | | | | | |
|-----------------------|---------------------------|--------|-------|------|-----------------------|--|--|----------------|-------------------------|--|--|--|-------|-------|-------|
| of change (per share) | | 5 Yrs. | 1 Yr. | 2018 | 2019 | 12/31/20 | BUSINESS: Global Water Resources, Inc. is a water resource management company that owns, operates, and manages 16 water, wastewater, and recycled water utilities in strategically located communities, principally in metropolitan Phoenix, Arizona. It seeks to deploy its integrated approach, Total Water Management, a term used to mean managing the entire water cycle by owning and operating the water, wastewater, and recycled water utilities within the same geographic areas in order to both conserve water and maximize its total economic and social value. The company uses Total Water Management to promote sustainable communities in areas where growth outpaces the existing potable water supply. Global Water recycles nearly one billion gallons of water annually. In February 2021, Global Water agreed to acquire two small water utility companies, Twin Hawks Utility, Inc. and Rincon Water Company. The acquisitions will add approximately 93 water connections. Has 79 employees. Chairman, C.E.O. & President: Ron L. Fleming Address: 21410 N. 19th Avenue #220, Phoenix, AZ 85027. Tel.: (480) 360-7775. Internet: www.gwresources.com. | | | | | | | | |
| Sales | -- | 4.0% | | 12.8 | 7.5 | 18.0 | | | | | | | | | |
| "Cash Flow" | -- | -8.5% | | 1.5 | 1.6 | 2.1 | | | | | | | | | |
| Earnings | -- | -50.0% | | .0 | .0 | .0 | | | | | | | | | |
| Dividends | -- | 1.0% | | 3.0 | 3.2 | 3.4 | | | | | | | | | |
| Book Value | -- | 24.5% | | 17.3 | 12.3 | 23.5 | | | | | | | | | |
| Fiscal Year | QUARTERLY SALES (\$mill.) | | | | Full Year | Property, Plant & Equip, at cost | | | | | | | 312.1 | 326.3 | 340.2 |
| | 1Q | 2Q | 3Q | 4Q | Accum Depreciation | 85.0 | | | | | | | 92.7 | 101.3 | |
| 12/31/18 | 7.4 | 10.8 | 9.0 | 8.3 | 35.5 | Net Property | | | | | | | 227.1 | 233.6 | 238.9 |
| 12/31/19 | 7.7 | 9.2 | 9.9 | 8.7 | 35.5 | Other | | | | | | | 18.1 | 20.2 | 21.0 |
| 12/31/20 | 8.2 | 9.9 | 10.8 | 9.7 | 38.6 | Total Assets | 262.5 | 266.1 | 283.4 | | | | | | |
| 12/31/21 | | | | | | | | | | | | | | | |
| Fiscal Year | EARNINGS PER SHARE | | | | Full Year | LIABILITIES (\$mill.) | | | | | | | | | |
| | 1Q | 2Q | 3Q | 4Q | Accts Payable | .6 | 1.0 | .5 | | | | | | | |
| 12/31/17 | -- | .02 | .06 | .15 | .23 | Debt Due | .0 | .1 | 2.0 | | | | | | |
| 12/31/18 | .02 | .10 | .03 | -- | .15 | Other | 9.0 | 9.0 | 9.9 | | | | | | |
| 12/31/19 | .02 | .04 | .05 | d.01 | .10 | Current Liab | 9.6 | 10.1 | 12.4 | | | | | | |
| 12/31/20 | .02 | d.01 | .05 | d.01 | .05 | | | | | | | | | | |
| 12/31/21 | d.01 | .04 | .06 | | | | | | | | | | | | |
| Cal-endar | QUARTERLY DIVIDENDS PAID | | | | Full Year | LONG-TERM DEBT AND EQUITY as of 12/31/20 | | | | | | | | | |
| | 1Q | 2Q | 3Q | 4Q | Total Debt | \$114.7 mill. | Due in 5 Yrs. | \$17.4 mill. | | | | | | | |
| 2018 | .071 | .071 | .071 | .071 | LT Debt | \$112.7 mill. | Including Cap. Leases | \$.1 mill. | | | | | | | |
| 2019 | .072 | .072 | .072 | .072 | | | (78% of Cap'l) | | | | | | | | |
| 2020 | .073 | .072 | .073 | .072 | Leases, Uncapitalized | Annual rentals | None | | | | | | | | |
| 2021 | .073 | | | | Pension Liability | None in '20 vs. None in '19 | | | | | | | | | |
| | | | | | Pfd Stock | None | Pfd Div'd Paid | None | | | | | | | |
| | | | | | Common Stock | 22,588,000 shares | | (22% of Cap'l) | | | | | | | |

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| MIDDLESEX WATER NDQ-MSEX | | | | RECENT PRICE | P/E RATIO | | | | | RELATIVE P/E RATIO | | | DIV/D YLD | | VALUE LINE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---------------------------------------|---------|---------|--|---------------------------------------|--------------|-------|--------------|-----------|--------------------|--------|------------------------|-----------|--------------|------------|---------------------------------------|--------|----------------------------------|--------|--------------|-------|--------------|--------|---|--------|--------------|-------|---------------------------------------|------|------|------|-------|-------|------|-------|-------|-------|-------|------|------|-------|-------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|-------------------|------|------|------|------|------|-----------------|------|------|------|------|------|------|------|------|---------------------|------|------|-------|-------|-------|-------|-------|-------|-------|------|------|--------------------|-------|-------|-----------------|-------|-----|------|------|------|------|------|------|------|------|------|------|------|------|-----------------------|------|------|------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------------------|-------|-----|-------|-------|-------|-------|-------|-------|----------------------------------|-------|-------|-------|-------|-------|---------------------|-------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|------------------------|------|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------------------|-------|-------|-------|-------|-------|-------------------|-------|------|-------|-------|-------|-------|-------|-------|-----------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------------------------------|-------|-------|-----------------------|-------|------|------|------|------|------|------|-------|------|-------|-------|-------|-------|-------|----------------------|---------------------------------------|--|---------------------|------|------|------|------|------|------|------|------|------|------|------|--------------------|------|------|------|------|------|------|-----|-----|--------------------|------|-----|------|------|------|------------------------|------|------|------|------|------|------|------|------|------|------|------|------|--|--|-----------------------|------|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|-------|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|-----|-------------------|-----|--|------|------|------|------|------|------|------|------|------|------|------|------|---------------------|------|--|-------|-------|-------|-------|-------|-------|-------|------|------|------|-------|-------|-----------------|-------|--|------|------|------|------|------|------|------|------|------|------|------|------|-----------------------|------|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------------------|-------|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------------------|-------|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|-----|------------------------|-----|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|-----|--------------------|-----|--|------|------|------|------|------|------|------|------|------|------|------|------|-----------------------|------|--|------|------|------|------|------|-------|------|-------|-------|-------|-------|-------|-----------------------|-------|--|------|------|------|------|------|-------|------|-------|-------|-------|-------|-------|----------------------|-------|--|------|------|------|------|------|------|------|------|------|------|------|------|--------------------|------|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------------------------|-----|--|--|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|-----------|-------------------------------|--|--|--|-----------|--|--------|---------|---------|---------|--|------|------|------|------|------|-------|------|------|------|------|------|-------|------|------|------|------|------|-------|------|------|------|------|------|-----|------|------|------|------|------|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------|---------------------------------|--|--|--|-----------|--|--------|---------|---------|---------|--|------|-----|-----|-----|-----|-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| | | | | 80.66 | 36.7 (Trailing: 37.0 Median: 23.0) | | | | | 1.68 | | | 1.4% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIMELINESS 1 Raised 11/13/20 SAFETY 2 New 10/21/11 TECHNICAL 4 Lowered 4/9/21 BETA .70 (1.00 = Market) | | | | High: 19.3 Low: 14.7 | | 19.4 16.5 | | 19.6 17.5 | | 22.5 18.6 | | 23.7 19.1 | | 28.0 21.2 | | 44.5 25.0 | | 46.7 32.2 | | 60.3 34.0 | | 67.7 51.0 | | 76.1 48.8 | | 85.9 67.1 | | Target Price 2024 2025 2026 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18-Month Target Price Range Low-High Midpoint (% to Mid) \$58-\$106 \$82 (0%) | | | | | | | | | | | | | | | | | | | | | | | | 120 100 80 64 48 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2024-26 PROJECTIONS Price Gain Ann'l Total Return NII High 75 (-5%) Low 55 (-30%) | | | | | | | | | | | | | | | | | | | | | | | | 24 20 16 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Institutional Decisions 2020 3Q20 4Q20 to Buy 68 52 67 to Sell 55 69 49 Hld's(000) 10359 10357 10675 | | | | | | | | | | | | | | | | | | | | | | | | 8 1 yr. 17.2 3 yr. 103.1 5 yr. 168.7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | Percent shares traded: 12, 8, 4 | | | | | | | | | | | | | | | | | | | | VL ARITH. INDEX 50.1 45.4 108.8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | © VALUE LINE PUB. LLC 24-26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | <table border="1"> <thead> <tr> <th>2005</th><th>2006</th><th>2007</th><th>2008</th><th>2009</th><th>2010</th><th>2011</th><th>2012</th><th>2013</th><th>2014</th><th>2015</th><th>2016</th><th>2017</th><th>2018</th><th>2019</th><th>2020</th><th>2021</th><th>2022</th><th colspan="2">24-26</th> </tr> </thead> <tbody> <tr> <td>6.44</td><td>6.16</td><td>6.50</td><td>6.79</td><td>6.75</td><td>6.60</td><td>6.50</td><td>6.98</td><td>7.19</td><td>7.26</td><td>7.77</td><td>8.16</td><td>8.00</td><td>8.42</td><td>7.72</td><td>8.10</td><td>8.45</td><td>8.70</td><td>Revenues per sh</td><td colspan="2">9.15</td> </tr> <tr> <td>1.33</td><td>1.33</td><td>1.49</td><td>1.53</td><td>1.40</td><td>1.55</td><td>1.46</td><td>1.56</td><td>1.72</td><td>1.84</td><td>1.97</td><td>2.17</td><td>2.24</td><td>2.89</td><td>2.90</td><td>3.25</td><td>3.15</td><td>3.25</td><td>"Cash Flow" per sh</td><td colspan="2">3.70</td> </tr> <tr> <td>.71</td><td>.82</td><td>.87</td><td>.89</td><td>.72</td><td>.96</td><td>.84</td><td>.90</td><td>1.03</td><td>1.13</td><td>1.22</td><td>1.38</td><td>1.38</td><td>1.96</td><td>2.01</td><td>2.18</td><td>2.25</td><td>2.35</td><td>Earnings per sh ^A</td><td colspan="2">2.70</td> </tr> <tr> <td>.67</td><td>.68</td><td>.69</td><td>.70</td><td>.71</td><td>.72</td><td>.73</td><td>.74</td><td>.75</td><td>.76</td><td>.78</td><td>.81</td><td>.86</td><td>.91</td><td>.98</td><td>1.04</td><td>1.10</td><td>1.15</td><td>Div'd Decl'd per sh ^B</td><td colspan="2">1.35</td> </tr> <tr> <td>2.18</td><td>2.31</td><td>1.66</td><td>2.12</td><td>1.49</td><td>1.90</td><td>1.50</td><td>1.36</td><td>1.26</td><td>1.40</td><td>1.59</td><td>2.91</td><td>3.08</td><td>4.40</td><td>5.11</td><td>6.04</td><td>5.50</td><td>5.50</td><td>Cap'l Spending per sh</td><td colspan="2">6.25</td> </tr> <tr> <td>8.26</td><td>9.52</td><td>10.05</td><td>10.03</td><td>10.33</td><td>11.13</td><td>11.27</td><td>11.48</td><td>11.82</td><td>12.24</td><td>12.74</td><td>13.40</td><td>14.02</td><td>15.17</td><td>18.57</td><td>19.81</td><td>19.45</td><td>19.60</td><td>Book Value per sh</td><td colspan="2">20.85</td> </tr> <tr> <td>11.58</td><td>13.17</td><td>13.25</td><td>13.40</td><td>13.52</td><td>15.57</td><td>15.70</td><td>15.82</td><td>15.96</td><td>16.12</td><td>16.23</td><td>16.30</td><td>16.35</td><td>16.40</td><td>17.43</td><td>17.47</td><td>17.75</td><td>17.85</td><td>Common Shs Outst'g ^C</td><td colspan="2">18.00</td> </tr> <tr> <td>27.4</td><td>22.7</td><td>21.6</td><td>19.8</td><td>21.0</td><td>17.8</td><td>21.7</td><td>20.8</td><td>19.7</td><td>18.5</td><td>19.1</td><td>25.6</td><td>28.4</td><td>22.2</td><td>29.7</td><td>30.1</td><td colspan="2">Bold figures are Value Line estimates</td><td>Avg Ann'l P/E Ratio</td><td colspan="2">24.0</td> </tr> <tr> <td>1.46</td><td>1.23</td><td>1.15</td><td>1.19</td><td>1.40</td><td>1.13</td><td>1.36</td><td>1.32</td><td>1.11</td><td>.97</td><td>.96</td><td>1.34</td><td>1.43</td><td>1.20</td><td>1.58</td><td>1.56</td><td colspan="2"></td><td>Relative P/E Ratio</td><td colspan="2">1.30</td> </tr> <tr> <td>3.5%</td><td>3.7%</td><td>3.7%</td><td>4.0%</td><td>4.7%</td><td>4.2%</td><td>4.0%</td><td>4.0%</td><td>3.7%</td><td>3.7%</td><td>3.3%</td><td>2.3%</td><td>2.2%</td><td>2.1%</td><td>1.6%</td><td>1.6%</td><td colspan="2"></td><td>Avg Ann'l Div'd Yield</td><td colspan="2">2.1%</td> </tr> <tr> <td colspan="4"> CAPITAL STRUCTURE as of 12/31/20 Total Debt \$282.5 mill. Due in 5 Yrs \$43.7 mill. LT Debt \$273.2 mill. LT Interest \$7.5 mill. (Total interest coverage: 7.3x) (44% of Cap'l) </td> <td colspan="20"> <table border="1"> <thead> <tr> <th>2005</th><th>2006</th><th>2007</th><th>2008</th><th>2009</th><th>2010</th><th>2011</th><th>2012</th><th>2013</th><th>2014</th><th>2015</th><th>2016</th><th>2017</th><th>2018</th><th>2019</th><th>2020</th><th>2021</th><th>2022</th><th colspan="2">24-26</th> </tr> </thead> <tbody> <tr> <td>102.1</td><td>110.4</td><td>114.8</td><td>117.1</td><td>126.0</td><td>132.9</td><td>130.8</td><td>138.1</td><td>134.6</td><td>141.6</td><td>150</td><td>155</td><td>Revenues (\$mill)</td><td colspan="2">165</td> </tr> <tr> <td>13.4</td><td>14.4</td><td>16.6</td><td>18.4</td><td>20.0</td><td>22.7</td><td>22.8</td><td>32.5</td><td>33.9</td><td>38.4</td><td>40.0</td><td>42.0</td><td>Net Profit (\$mill)</td><td colspan="2">49.0</td> </tr> <tr> <td>32.7%</td><td>33.9%</td><td>34.1%</td><td>35.0%</td><td>34.5%</td><td>34.0%</td><td>32.7%</td><td>2.8%</td><td>2.8%</td><td>2.8%</td><td>21.0%</td><td>21.0%</td><td>Income Tax Rate</td><td colspan="2">21.0%</td> </tr> <tr> <td>6.1%</td><td>3.4%</td><td>1.9%</td><td>1.7%</td><td>1.9%</td><td>2.7%</td><td>3.1%</td><td>1.4%</td><td>3.4%</td><td>3.9%</td><td>2.5%</td><td>2.5%</td><td>AFUDC % to Net Profit</td><td colspan="2">2.5%</td> </tr> <tr> <td>42.3%</td><td>41.5%</td><td>40.4%</td><td>40.5%</td><td>39.4%</td><td>37.9%</td><td>37.5%</td><td>37.8%</td><td>41.5%</td><td>44.0%</td><td>42.5%</td><td>41.5%</td><td>Long-Term Debt Ratio</td><td colspan="2">40.0%</td> </tr> <tr> <td>56.6%</td><td>57.4%</td><td>58.7%</td><td>58.8%</td><td>59.8%</td><td>61.5%</td><td>61.8%</td><td>61.6%</td><td>58.2%</td><td>55.7%</td><td>57.0%</td><td>58.0%</td><td>Common Equity Ratio</td><td colspan="2">60.0%</td> </tr> <tr> <td>312.5</td><td>316.5</td><td>321.4</td><td>335.8</td><td>345.4</td><td>355.4</td><td>370.7</td><td>404.1</td><td>556.7</td><td>621.5</td><td>610</td><td>600</td><td>Total Capital (\$mill)</td><td colspan="2">630</td> </tr> <tr> <td>422.2</td><td>435.2</td><td>446.5</td><td>465.4</td><td>481.9</td><td>517.8</td><td>557.2</td><td>618.5</td><td>705.7</td><td>796.6</td><td>800</td><td>815</td><td>Ret Plant (\$mill)</td><td colspan="2">835</td> </tr> <tr> <td>5.2%</td><td>5.4%</td><td>5.9%</td><td>6.3%</td><td>6.6%</td><td>7.1%</td><td>6.9%</td><td>8.9%</td><td>6.7%</td><td>6.8%</td><td>7.0%</td><td>7.5%</td><td>Return on Total Cap'l</td><td colspan="2">8.0%</td> </tr> <tr> <td>7.5%</td><td>7.8%</td><td>8.7%</td><td>9.2%</td><td>9.6%</td><td>10.3%</td><td>9.8%</td><td>12.9%</td><td>10.4%</td><td>11.0%</td><td>11.5%</td><td>12.0%</td><td>Return on Shr. Equity</td><td colspan="2">13.0%</td> </tr> <tr> <td>7.5%</td><td>7.8%</td><td>8.7%</td><td>9.3%</td><td>9.6%</td><td>10.3%</td><td>9.9%</td><td>13.0%</td><td>10.4%</td><td>11.1%</td><td>11.5%</td><td>12.0%</td><td>Return on Com Equity</td><td colspan="2">13.0%</td> </tr> <tr> <td>1.0%</td><td>1.4%</td><td>2.4%</td><td>3.1%</td><td>3.5%</td><td>4.3%</td><td>3.8%</td><td>7.0%</td><td>5.4%</td><td>5.8%</td><td>6.0%</td><td>6.0%</td><td>Returned to Com Eq</td><td colspan="2">6.5%</td> </tr> <tr> <td>87%</td><td>83%</td><td>73%</td><td>67%</td><td>63%</td><td>58%</td><td>62%</td><td>46%</td><td>48%</td><td>48%</td><td>49%</td><td>49%</td><td>All Div'ds to Net Prof</td><td colspan="2">50%</td> </tr> </tbody> </table> </td> </tr> <tr> <td colspan="4"> CURRENT POSITION 2018 2019 12/31/20 (\$MILL.) Cash Assets 3.7 2.2 4.5 Other 27.1 26.9 29.6 Current Assets 30.8 29.1 34.1 Accts Payable 19.3 23.3 30.4 Debt Due 55.8 27.2 9.3 Other 19.3 14.5 17.1 Current Liab. 94.4 65.0 56.8 </td> <td colspan="20"> BUSINESS: Middlesex Water Company engages in the ownership and operation of regulated water utility systems in New Jersey, Delaware, and Pennsylvania. It also operates water and wastewater systems under contract on behalf of municipal and private clients in NJ and DE. Its Middlesex System provides water services to 61,000 retail customers, primarily in Middlesex County, New Jersey. In 2020, the Middlesex System accounted for 59% of operating revenues. At 12/31/20, the company had 348 employees. Incorporated: NJ. President, CEO, and Chairman: Dennis W. Doll. Officers & directors own 3.1% of the com. stock; BlackRock Inst. Trust Co., 7.7% (4/20 proxy). Add.: 485 C Route 1 South, Suite 400, Iselin, NJ 08830. Tel.: 732-634-1500. Int.: www.middlesexwater.com. </td> </tr> <tr> <td colspan="4"> ANNUAL RATES Past Past Est'd '18-'20 of change (per sh) 10 Yrs. 5 Yrs. to '24-'26 Revenues 2.0% 2.0% 2.0% "Cash Flow" 7.5% 10.5% 3.5% Earnings 9.0% 12.5% 4.5% Dividends 3.0% 5.0% 5.5% Book Value 5.5% 8.0% 2.5% </td> <td colspan="20"> Shares of Middlesex Water continue to march higher. The equity established yet another all-time high in early February, but has since retracted modestly to slightly above \$80 per share. Still, the stock is up about 10% in price since our early-January review, keeping intact its enviable multiyear price ascent. Based on our Timeliness ranking scale, MSEX shares are slated to outperform (1: Highest) the broader market over the coming six to 12 months. Thus, they may pique the interest of near-term accounts. The stage is set for respectable top-and bottom-line growth this year. Favorable operating trends, which were evident in the fourth quarter, are likely to persist over the near- to intermediate-terms. These include increased residential and wholesale water consumption owing to more people staying at home and greater handwashing frequency, as well as an expanding customer base in its Delaware water system. A recently inked contract with Highland Park in its New Jersey system is a positive, too. Adding it all up, revenues are poised to expand 6%, to \$150 million, and will likely be accompanied by a 3% earnings advance, to \$2.25 per share. From a financial perspective, the company ought to be a stable performer over the pull to mid-decade. Modest revenue and earnings growth is likely on tap for 2022. Meanwhile, significant infrastructure spending may well overflow into the 3- to 5-year time frame. Management has laid out a budget of nearly \$300 million through its Water For Tomorrow program, which aims to upgrade water mains, piping, and wastewater treatment facilities. Most recently, the company announced a \$10 million investment to improve its drinking water infrastructure in New Jersey. Overall, aggressive spending ought to eventually curb unnecessary operating costs, and may well facilitate additional rate hikes going forward. Shares of Middlesex Water are currently trading beyond the upper end of our 3- to 5-year Target Price parameters. This is so even after modestly lifting our P/E multiple to 24x. 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Due in 5 Yrs \$43.7 mill. LT Debt \$273.2 mill. LT Interest \$7.5 mill. (Total interest coverage: 7.3x) (44% of Cap'l) | | | | <table border="1"> <thead> <tr> <th>2005</th><th>2006</th><th>2007</th><th>2008</th><th>2009</th><th>2010</th><th>2011</th><th>2012</th><th>2013</th><th>2014</th><th>2015</th><th>2016</th><th>2017</th><th>2018</th><th>2019</th><th>2020</th><th>2021</th><th>2022</th><th colspan="2">24-26</th> </tr> </thead> <tbody> <tr> <td>102.1</td><td>110.4</td><td>114.8</td><td>117.1</td><td>126.0</td><td>132.9</td><td>130.8</td><td>138.1</td><td>134.6</td><td>141.6</td><td>150</td><td>155</td><td>Revenues (\$mill)</td><td colspan="2">165</td> </tr> <tr> <td>13.4</td><td>14.4</td><td>16.6</td><td>18.4</td><td>20.0</td><td>22.7</td><td>22.8</td><td>32.5</td><td>33.9</td><td>38.4</td><td>40.0</td><td>42.0</td><td>Net Profit (\$mill)</td><td colspan="2">49.0</td> </tr> <tr> <td>32.7%</td><td>33.9%</td><td>34.1%</td><td>35.0%</td><td>34.5%</td><td>34.0%</td><td>32.7%</td><td>2.8%</td><td>2.8%</td><td>2.8%</td><td>21.0%</td><td>21.0%</td><td>Income Tax Rate</td><td colspan="2">21.0%</td> </tr> <tr> <td>6.1%</td><td>3.4%</td><td>1.9%</td><td>1.7%</td><td>1.9%</td><td>2.7%</td><td>3.1%</td><td>1.4%</td><td>3.4%</td><td>3.9%</td><td>2.5%</td><td>2.5%</td><td>AFUDC % to Net Profit</td><td colspan="2">2.5%</td> </tr> <tr> <td>42.3%</td><td>41.5%</td><td>40.4%</td><td>40.5%</td><td>39.4%</td><td>37.9%</td><td>37.5%</td><td>37.8%</td><td>41.5%</td><td>44.0%</td><td>42.5%</td><td>41.5%</td><td>Long-Term Debt Ratio</td><td colspan="2">40.0%</td> </tr> <tr> <td>56.6%</td><td>57.4%</td><td>58.7%</td><td>58.8%</td><td>59.8%</td><td>61.5%</td><td>61.8%</td><td>61.6%</td><td>58.2%</td><td>55.7%</td><td>57.0%</td><td>58.0%</td><td>Common Equity Ratio</td><td colspan="2">60.0%</td> </tr> <tr> <td>312.5</td><td>316.5</td><td>321.4</td><td>335.8</td><td>345.4</td><td>355.4</td><td>370.7</td><td>404.1</td><td>556.7</td><td>621.5</td><td>610</td><td>600</td><td>Total Capital (\$mill)</td><td colspan="2">630</td> </tr> <tr> <td>422.2</td><td>435.2</td><td>446.5</td><td>465.4</td><td>481.9</td><td>517.8</td><td>557.2</td><td>618.5</td><td>705.7</td><td>796.6</td><td>800</td><td>815</td><td>Ret Plant (\$mill)</td><td colspan="2">835</td> </tr> <tr> <td>5.2%</td><td>5.4%</td><td>5.9%</td><td>6.3%</td><td>6.6%</td><td>7.1%</td><td>6.9%</td><td>8.9%</td><td>6.7%</td><td>6.8%</td><td>7.0%</td><td>7.5%</td><td>Return on Total Cap'l</td><td colspan="2">8.0%</td> </tr> <tr> <td>7.5%</td><td>7.8%</td><td>8.7%</td><td>9.2%</td><td>9.6%</td><td>10.3%</td><td>9.8%</td><td>12.9%</td><td>10.4%</td><td>11.0%</td><td>11.5%</td><td>12.0%</td><td>Return on Shr. 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Equity | 13.0% | | 7.5% | 7.8% | 8.7% | 9.3% | 9.6% | 10.3% | 9.9% | 13.0% | 10.4% | 11.1% | 11.5% | 12.0% | Return on Com Equity | 13.0% | | 1.0% | 1.4% | 2.4% | 3.1% | 3.5% | 4.3% | 3.8% | 7.0% | 5.4% | 5.8% | 6.0% | 6.0% | Returned to Com Eq | 6.5% | | 87% | 83% | 73% | 67% | 63% | 58% | 62% | 46% | 48% | 48% | 49% | 49% | All Div'ds to Net Prof | 50% | | CURRENT POSITION 2018 2019 12/31/20 (\$MILL.) Cash Assets 3.7 2.2 4.5 Other 27.1 26.9 29.6 Current Assets 30.8 29.1 34.1 Accts Payable 19.3 23.3 30.4 Debt Due 55.8 27.2 9.3 Other 19.3 14.5 17.1 Current Liab. 94.4 65.0 56.8 | | | | BUSINESS: Middlesex Water Company engages in the ownership and operation of regulated water utility systems in New Jersey, Delaware, and Pennsylvania. It also operates water and wastewater systems under contract on behalf of municipal and private clients in NJ and DE. Its Middlesex System provides water services to 61,000 retail customers, primarily in Middlesex County, New Jersey. In 2020, the Middlesex System accounted for 59% of operating revenues. At 12/31/20, the company had 348 employees. Incorporated: NJ. President, CEO, and Chairman: Dennis W. Doll. Officers & directors own 3.1% of the com. stock; BlackRock Inst. Trust Co., 7.7% (4/20 proxy). Add.: 485 C Route 1 South, Suite 400, Iselin, NJ 08830. Tel.: 732-634-1500. Int.: www.middlesexwater.com. | | | | | | | | | | | | | | | | | | | | ANNUAL RATES Past Past Est'd '18-'20 of change (per sh) 10 Yrs. 5 Yrs. to '24-'26 Revenues 2.0% 2.0% 2.0% "Cash Flow" 7.5% 10.5% 3.5% Earnings 9.0% 12.5% 4.5% Dividends 3.0% 5.0% 5.5% Book Value 5.5% 8.0% 2.5% | | | | Shares of Middlesex Water continue to march higher. The equity established yet another all-time high in early February, but has since retracted modestly to slightly above \$80 per share. Still, the stock is up about 10% in price since our early-January review, keeping intact its enviable multiyear price ascent. Based on our Timeliness ranking scale, MSEX shares are slated to outperform (1: Highest) the broader market over the coming six to 12 months. Thus, they may pique the interest of near-term accounts. The stage is set for respectable top-and bottom-line growth this year. Favorable operating trends, which were evident in the fourth quarter, are likely to persist over the near- to intermediate-terms. These include increased residential and wholesale water consumption owing to more people staying at home and greater handwashing frequency, as well as an expanding customer base in its Delaware water system. A recently inked contract with Highland Park in its New Jersey system is a positive, too. Adding it all up, revenues are poised to expand 6%, to \$150 million, and will likely be accompanied by a 3% earnings advance, to \$2.25 per share. From a financial perspective, the company ought to be a stable performer over the pull to mid-decade. Modest revenue and earnings growth is likely on tap for 2022. Meanwhile, significant infrastructure spending may well overflow into the 3- to 5-year time frame. Management has laid out a budget of nearly \$300 million through its Water For Tomorrow program, which aims to upgrade water mains, piping, and wastewater treatment facilities. Most recently, the company announced a \$10 million investment to improve its drinking water infrastructure in New Jersey. Overall, aggressive spending ought to eventually curb unnecessary operating costs, and may well facilitate additional rate hikes going forward. Shares of Middlesex Water are currently trading beyond the upper end of our 3- to 5-year Target Price parameters. This is so even after modestly lifting our P/E multiple to 24x. All in all, subscribers with an investment horizon of 18 months or longer can find more-attractive options elsewhere, at this juncture. | | | | | | | | | | | | | | | | | | | | <table border="1"> <thead> <tr> <th>Cal-endar</th><th colspan="4">QUARTERLY REVENUES (\$ mill.)</th><th>Full Year</th> </tr> <tr> <th></th><th>Mar.31</th><th>Jun. 30</th><th>Sep. 30</th><th>Dec. 31</th><th></th> </tr> </thead> <tbody> <tr> <td>2018</td><td>31.2</td><td>34.9</td><td>38.7</td><td>33.3</td><td>138.1</td> </tr> <tr> <td>2019</td><td>30.7</td><td>33.4</td><td>37.8</td><td>32.7</td><td>134.6</td> </tr> <tr> <td>2020</td><td>31.8</td><td>35.3</td><td>39.9</td><td>34.6</td><td>141.6</td> </tr> <tr> <td>2021</td><td>33.0</td><td>37.0</td><td>44.0</td><td>36.0</td><td>150</td> </tr> <tr> <td>2022</td><td>34.0</td><td>38.0</td><td>45.0</td><td>38.0</td><td>155</td> </tr> </tbody> </table> | | | | Cal-endar | QUARTERLY REVENUES (\$ mill.) | | | | Full Year | | Mar.31 | Jun. 30 | Sep. 30 | Dec. 31 | | 2018 | 31.2 | 34.9 | 38.7 | 33.3 | 138.1 | 2019 | 30.7 | 33.4 | 37.8 | 32.7 | 134.6 | 2020 | 31.8 | 35.3 | 39.9 | 34.6 | 141.6 | 2021 | 33.0 | 37.0 | 44.0 | 36.0 | 150 | 2022 | 34.0 | 38.0 | 45.0 | 38.0 | 155 | | | | | | | | | | | | | | | | | | | | | <table border="1"> <thead> <tr> <th>Cal-endar</th><th colspan="4">EARNINGS PER SHARE ^A</th><th>Full Year</th> </tr> <tr> <th></th><th>Mar.31</th><th>Jun. 30</th><th>Sep. 30</th><th>Dec. 31</th><th></th> </tr> </thead> <tbody> <tr> <td>2018</td><td>.27</td><td>.52</td><td>.74</td><td>.43</td><td>1.96</td> </tr> <tr> <td>2019</td><td>.39</td><td>.49</td><td>.66</td><td>.46</td><td>2.01</td> </tr> <tr> <td>2020</td><td>.44</td><td>.55</td><td>.72</td><td>.47</td><td>2.18</td> </tr> <tr> <td>2021</td><td>.45</td><td>.55</td><td>.73</td><td>.52</td><td>2.25</td> </tr> <tr> <td>2022</td><td>.47</td><td>.57</td><td>.76</td><td>.55</td><td>2.35</td> </tr> </tbody> </table> | | | | Cal-endar | EARNINGS PER SHARE ^A | | | | Full Year | | Mar.31 | Jun. 30 | Sep. 30 | Dec. 31 | | 2018 | .27 | .52 | .74 | .43 | 1.96 | 2019 | .39 | .49 | .66 | .46 | 2.01 | 2020 | .44 | .55 | .72 | .47 | 2.18 | 2021 | .45 | .55 | .73 | .52 | 2.25 | 2022 | .47 | .57 | .76 | .55 | 2.35 | | | | | | | | | | | | | | | | | | | | | <table border="1"> <thead> <tr> <th>Cal-endar</th><th colspan="4">QUARTERLY DIVIDENDS PAID ^B</th><th>Full Year</th> </tr> <tr> <th></th><th>Mar.31</th><th>Jun.30</th><th>Sep.30</th><th>Dec.31</th><th></th> </tr> </thead> <tbody> <tr> <td>2017</td><td>.21125</td><td>.21125</td><td>.21125</td><td>.22375</td><td>.86</td> </tr> <tr> <td>2018</td><td>.22375</td><td>.22375</td><td>.22375</td><td>.24</td><td>.91</td> </tr> <tr> <td>2019</td><td>.24</td><td>.24</td><td>.24</td><td>.2562</td><td>.98</td> </tr> <tr> <td>2020</td><td>.2562</td><td>.2562</td><td>.2562</td><td>.2725</td><td>1.04</td> </tr> <tr> <td>2021</td><td>.2725</td><td></td><td></td><td></td><td></td> </tr> </tbody> </table> | | | | Cal-endar | QUARTERLY DIVIDENDS PAID ^B | | | | Full Year | | Mar.31 | Jun.30 | Sep.30 | Dec.31 | | 2017 | .21125 | .21125 | .21125 | .22375 | .86 | 2018 | .22375 | .22375 | .22375 | .24 | .91 | 2019 | .24 | .24 | .24 | .2562 | .98 | 2020 | .2562 | .2562 | .2562 | .2725 | 1.04 | 2021 | .2725 | | | | | | | | | | | | | | | | | | | | | | | | |
| 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 24-26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.44 | 6.16 | 6.50 | 6.79 | 6.75 | 6.60 | 6.50 | 6.98 | 7.19 | 7.26 | 7.77 | 8.16 | 8.00 | 8.42 | 7.72 | 8.10 | 8.45 | 8.70 | Revenues per sh | 9.15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.33 | 1.33 | 1.49 | 1.53 | 1.40 | 1.55 | 1.46 | 1.56 | 1.72 | 1.84 | 1.97 | 2.17 | 2.24 | 2.89 | 2.90 | 3.25 | 3.15 | 3.25 | "Cash Flow" per sh | 3.70 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| .71 | .82 | .87 | .89 | .72 | .96 | .84 | .90 | 1.03 | 1.13 | 1.22 | 1.38 | 1.38 | 1.96 | 2.01 | 2.18 | 2.25 | 2.35 | Earnings per sh ^A | 2.70 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| .67 | .68 | .69 | .70 | .71 | .72 | .73 | .74 | .75 | .76 | .78 | .81 | .86 | .91 | .98 | 1.04 | 1.10 | 1.15 | Div'd Decl'd per sh ^B | 1.35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.18 | 2.31 | 1.66 | 2.12 | 1.49 | 1.90 | 1.50 | 1.36 | 1.26 | 1.40 | 1.59 | 2.91 | 3.08 | 4.40 | 5.11 | 6.04 | 5.50 | 5.50 | Cap'l Spending per sh | 6.25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.26 | 9.52 | 10.05 | 10.03 | 10.33 | 11.13 | 11.27 | 11.48 | 11.82 | 12.24 | 12.74 | 13.40 | 14.02 | 15.17 | 18.57 | 19.81 | 19.45 | 19.60 | Book Value per sh | 20.85 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.58 | 13.17 | 13.25 | 13.40 | 13.52 | 15.57 | 15.70 | 15.82 | 15.96 | 16.12 | 16.23 | 16.30 | 16.35 | 16.40 | 17.43 | 17.47 | 17.75 | 17.85 | Common Shs Outst'g ^C | 18.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 27.4 | 22.7 | 21.6 | 19.8 | 21.0 | 17.8 | 21.7 | 20.8 | 19.7 | 18.5 | 19.1 | 25.6 | 28.4 | 22.2 | 29.7 | 30.1 | Bold figures are Value Line estimates | | Avg Ann'l P/E Ratio | 24.0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.46 | 1.23 | 1.15 | 1.19 | 1.40 | 1.13 | 1.36 | 1.32 | 1.11 | .97 | .96 | 1.34 | 1.43 | 1.20 | 1.58 | 1.56 | | | Relative P/E Ratio | 1.30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.5% | 3.7% | 3.7% | 4.0% | 4.7% | 4.2% | 4.0% | 4.0% | 3.7% | 3.7% | 3.3% | 2.3% | 2.2% | 2.1% | 1.6% | 1.6% | | | Avg Ann'l Div'd Yield | 2.1% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CAPITAL STRUCTURE as of 12/31/20 Total Debt \$282.5 mill. Due in 5 Yrs \$43.7 mill. LT Debt \$273.2 mill. LT Interest \$7.5 mill. (Total interest coverage: 7.3x) (44% of Cap'l) | | | | <table border="1"> <thead> <tr> <th>2005</th><th>2006</th><th>2007</th><th>2008</th><th>2009</th><th>2010</th><th>2011</th><th>2012</th><th>2013</th><th>2014</th><th>2015</th><th>2016</th><th>2017</th><th>2018</th><th>2019</th><th>2020</th><th>2021</th><th>2022</th><th colspan="2">24-26</th> </tr> </thead> <tbody> <tr> <td>102.1</td><td>110.4</td><td>114.8</td><td>117.1</td><td>126.0</td><td>132.9</td><td>130.8</td><td>138.1</td><td>134.6</td><td>141.6</td><td>150</td><td>155</td><td>Revenues (\$mill)</td><td colspan="2">165</td> </tr> <tr> <td>13.4</td><td>14.4</td><td>16.6</td><td>18.4</td><td>20.0</td><td>22.7</td><td>22.8</td><td>32.5</td><td>33.9</td><td>38.4</td><td>40.0</td><td>42.0</td><td>Net Profit (\$mill)</td><td colspan="2">49.0</td> </tr> <tr> <td>32.7%</td><td>33.9%</td><td>34.1%</td><td>35.0%</td><td>34.5%</td><td>34.0%</td><td>32.7%</td><td>2.8%</td><td>2.8%</td><td>2.8%</td><td>21.0%</td><td>21.0%</td><td>Income Tax Rate</td><td colspan="2">21.0%</td> </tr> <tr> <td>6.1%</td><td>3.4%</td><td>1.9%</td><td>1.7%</td><td>1.9%</td><td>2.7%</td><td>3.1%</td><td>1.4%</td><td>3.4%</td><td>3.9%</td><td>2.5%</td><td>2.5%</td><td>AFUDC % to Net Profit</td><td colspan="2">2.5%</td> </tr> <tr> <td>42.3%</td><td>41.5%</td><td>40.4%</td><td>40.5%</td><td>39.4%</td><td>37.9%</td><td>37.5%</td><td>37.8%</td><td>41.5%</td><td>44.0%</td><td>42.5%</td><td>41.5%</td><td>Long-Term Debt Ratio</td><td colspan="2">40.0%</td> </tr> <tr> <td>56.6%</td><td>57.4%</td><td>58.7%</td><td>58.8%</td><td>59.8%</td><td>61.5%</td><td>61.8%</td><td>61.6%</td><td>58.2%</td><td>55.7%</td><td>57.0%</td><td>58.0%</td><td>Common Equity Ratio</td><td colspan="2">60.0%</td> </tr> <tr> <td>312.5</td><td>316.5</td><td>321.4</td><td>335.8</td><td>345.4</td><td>355.4</td><td>370.7</td><td>404.1</td><td>556.7</td><td>621.5</td><td>610</td><td>600</td><td>Total Capital (\$mill)</td><td colspan="2">630</td> </tr> <tr> <td>422.2</td><td>435.2</td><td>446.5</td><td>465.4</td><td>481.9</td><td>517.8</td><td>557.2</td><td>618.5</td><td>705.7</td><td>796.6</td><td>800</td><td>815</td><td>Ret Plant (\$mill)</td><td colspan="2">835</td> </tr> <tr> <td>5.2%</td><td>5.4%</td><td>5.9%</td><td>6.3%</td><td>6.6%</td><td>7.1%</td><td>6.9%</td><td>8.9%</td><td>6.7%</td><td>6.8%</td><td>7.0%</td><td>7.5%</td><td>Return on Total Cap'l</td><td colspan="2">8.0%</td> </tr> <tr> <td>7.5%</td><td>7.8%</td><td>8.7%</td><td>9.2%</td><td>9.6%</td><td>10.3%</td><td>9.8%</td><td>12.9%</td><td>10.4%</td><td>11.0%</td><td>11.5%</td><td>12.0%</td><td>Return on Shr. Equity</td><td colspan="2">13.0%</td> </tr> <tr> <td>7.5%</td><td>7.8%</td><td>8.7%</td><td>9.3%</td><td>9.6%</td><td>10.3%</td><td>9.9%</td><td>13.0%</td><td>10.4%</td><td>11.1%</td><td>11.5%</td><td>12.0%</td><td>Return on Com Equity</td><td colspan="2">13.0%</td> </tr> <tr> <td>1.0%</td><td>1.4%</td><td>2.4%</td><td>3.1%</td><td>3.5%</td><td>4.3%</td><td>3.8%</td><td>7.0%</td><td>5.4%</td><td>5.8%</td><td>6.0%</td><td>6.0%</td><td>Returned to Com Eq</td><td colspan="2">6.5%</td> </tr> <tr> <td>87%</td><td>83%</td><td>73%</td><td>67%</td><td>63%</td><td>58%</td><td>62%</td><td>46%</td><td>48%</td><td>48%</td><td>49%</td><td>49%</td><td>All Div'ds to Net Prof</td><td colspan="2">50%</td> </tr> </tbody> </table> | | | | | | | | | | | | | | | | | | | | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 24-26 | | 102.1 | 110.4 | 114.8 | 117.1 | 126.0 | 132.9 | 130.8 | 138.1 | 134.6 | 141.6 | 150 | 155 | Revenues (\$mill) | 165 | | 13.4 | 14.4 | 16.6 | 18.4 | 20.0 | 22.7 | 22.8 | 32.5 | 33.9 | 38.4 | 40.0 | 42.0 | Net Profit (\$mill) | 49.0 | | 32.7% | 33.9% | 34.1% | 35.0% | 34.5% | 34.0% | 32.7% | 2.8% | 2.8% | 2.8% | 21.0% | 21.0% | Income Tax Rate | 21.0% | | 6.1% | 3.4% | 1.9% | 1.7% | 1.9% | 2.7% | 3.1% | 1.4% | 3.4% | 3.9% | 2.5% | 2.5% | AFUDC % to Net Profit | 2.5% | | 42.3% | 41.5% | 40.4% | 40.5% | 39.4% | 37.9% | 37.5% | 37.8% | 41.5% | 44.0% | 42.5% | 41.5% | Long-Term Debt Ratio | 40.0% | | 56.6% | 57.4% | 58.7% | 58.8% | 59.8% | 61.5% | 61.8% | 61.6% | 58.2% | 55.7% | 57.0% | 58.0% | Common Equity Ratio | 60.0% | | 312.5 | 316.5 | 321.4 | 335.8 | 345.4 | 355.4 | 370.7 | 404.1 | 556.7 | 621.5 | 610 | 600 | Total Capital (\$mill) | 630 | | 422.2 | 435.2 | 446.5 | 465.4 | 481.9 | 517.8 | 557.2 | 618.5 | 705.7 | 796.6 | 800 | 815 | Ret Plant (\$mill) | 835 | | 5.2% | 5.4% | 5.9% | 6.3% | 6.6% | 7.1% | 6.9% | 8.9% | 6.7% | 6.8% | 7.0% | 7.5% | Return on Total Cap'l | 8.0% | | 7.5% | 7.8% | 8.7% | 9.2% | 9.6% | 10.3% | 9.8% | 12.9% | 10.4% | 11.0% | 11.5% | 12.0% | Return on Shr. Equity | 13.0% | | 7.5% | 7.8% | 8.7% | 9.3% | 9.6% | 10.3% | 9.9% | 13.0% | 10.4% | 11.1% | 11.5% | 12.0% | Return on Com Equity | 13.0% | | 1.0% | 1.4% | 2.4% | 3.1% | 3.5% | 4.3% | 3.8% | 7.0% | 5.4% | 5.8% | 6.0% | 6.0% | Returned to Com Eq | 6.5% | | 87% | 83% | 73% | 67% | 63% | 58% | 62% | 46% | 48% | 48% | 49% | 49% | All Div'ds to Net Prof | 50% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 24-26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 102.1 | 110.4 | 114.8 | 117.1 | 126.0 | 132.9 | 130.8 | 138.1 | 134.6 | 141.6 | 150 | 155 | Revenues (\$mill) | 165 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13.4 | 14.4 | 16.6 | 18.4 | 20.0 | 22.7 | 22.8 | 32.5 | 33.9 | 38.4 | 40.0 | 42.0 | Net Profit (\$mill) | 49.0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32.7% | 33.9% | 34.1% | 35.0% | 34.5% | 34.0% | 32.7% | 2.8% | 2.8% | 2.8% | 21.0% | 21.0% | Income Tax Rate | 21.0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1% | 3.4% | 1.9% | 1.7% | 1.9% | 2.7% | 3.1% | 1.4% | 3.4% | 3.9% | 2.5% | 2.5% | AFUDC % to Net Profit | 2.5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 42.3% | 41.5% | 40.4% | 40.5% | 39.4% | 37.9% | 37.5% | 37.8% | 41.5% | 44.0% | 42.5% | 41.5% | Long-Term Debt Ratio | 40.0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 56.6% | 57.4% | 58.7% | 58.8% | 59.8% | 61.5% | 61.8% | 61.6% | 58.2% | 55.7% | 57.0% | 58.0% | Common Equity Ratio | 60.0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 312.5 | 316.5 | 321.4 | 335.8 | 345.4 | 355.4 | 370.7 | 404.1 | 556.7 | 621.5 | 610 | 600 | Total Capital (\$mill) | 630 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 422.2 | 435.2 | 446.5 | 465.4 | 481.9 | 517.8 | 557.2 | 618.5 | 705.7 | 796.6 | 800 | 815 | Ret Plant (\$mill) | 835 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.2% | 5.4% | 5.9% | 6.3% | 6.6% | 7.1% | 6.9% | 8.9% | 6.7% | 6.8% | 7.0% | 7.5% | Return on Total Cap'l | 8.0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.5% | 7.8% | 8.7% | 9.2% | 9.6% | 10.3% | 9.8% | 12.9% | 10.4% | 11.0% | 11.5% | 12.0% | Return on Shr. Equity | 13.0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.5% | 7.8% | 8.7% | 9.3% | 9.6% | 10.3% | 9.9% | 13.0% | 10.4% | 11.1% | 11.5% | 12.0% | Return on Com Equity | 13.0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.0% | 1.4% | 2.4% | 3.1% | 3.5% | 4.3% | 3.8% | 7.0% | 5.4% | 5.8% | 6.0% | 6.0% | Returned to Com Eq | 6.5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 87% | 83% | 73% | 67% | 63% | 58% | 62% | 46% | 48% | 48% | 49% | 49% | All Div'ds to Net Prof | 50% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CURRENT POSITION 2018 2019 12/31/20 (\$MILL.) Cash Assets 3.7 2.2 4.5 Other 27.1 26.9 29.6 Current Assets 30.8 29.1 34.1 Accts Payable 19.3 23.3 30.4 Debt Due 55.8 27.2 9.3 Other 19.3 14.5 17.1 Current Liab. 94.4 65.0 56.8 | | | | BUSINESS: Middlesex Water Company engages in the ownership and operation of regulated water utility systems in New Jersey, Delaware, and Pennsylvania. It also operates water and wastewater systems under contract on behalf of municipal and private clients in NJ and DE. Its Middlesex System provides water services to 61,000 retail customers, primarily in Middlesex County, New Jersey. In 2020, the Middlesex System accounted for 59% of operating revenues. At 12/31/20, the company had 348 employees. Incorporated: NJ. President, CEO, and Chairman: Dennis W. Doll. Officers & directors own 3.1% of the com. stock; BlackRock Inst. Trust Co., 7.7% (4/20 proxy). Add.: 485 C Route 1 South, Suite 400, Iselin, NJ 08830. Tel.: 732-634-1500. Int.: www.middlesexwater.com. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ANNUAL RATES Past Past Est'd '18-'20 of change (per sh) 10 Yrs. 5 Yrs. to '24-'26 Revenues 2.0% 2.0% 2.0% "Cash Flow" 7.5% 10.5% 3.5% Earnings 9.0% 12.5% 4.5% Dividends 3.0% 5.0% 5.5% Book Value 5.5% 8.0% 2.5% | | | | Shares of Middlesex Water continue to march higher. The equity established yet another all-time high in early February, but has since retracted modestly to slightly above \$80 per share. Still, the stock is up about 10% in price since our early-January review, keeping intact its enviable multiyear price ascent. Based on our Timeliness ranking scale, MSEX shares are slated to outperform (1: Highest) the broader market over the coming six to 12 months. Thus, they may pique the interest of near-term accounts. The stage is set for respectable top-and bottom-line growth this year. Favorable operating trends, which were evident in the fourth quarter, are likely to persist over the near- to intermediate-terms. These include increased residential and wholesale water consumption owing to more people staying at home and greater handwashing frequency, as well as an expanding customer base in its Delaware water system. A recently inked contract with Highland Park in its New Jersey system is a positive, too. Adding it all up, revenues are poised to expand 6%, to \$150 million, and will likely be accompanied by a 3% earnings advance, to \$2.25 per share. From a financial perspective, the company ought to be a stable performer over the pull to mid-decade. Modest revenue and earnings growth is likely on tap for 2022. Meanwhile, significant infrastructure spending may well overflow into the 3- to 5-year time frame. Management has laid out a budget of nearly \$300 million through its Water For Tomorrow program, which aims to upgrade water mains, piping, and wastewater treatment facilities. Most recently, the company announced a \$10 million investment to improve its drinking water infrastructure in New Jersey. Overall, aggressive spending ought to eventually curb unnecessary operating costs, and may well facilitate additional rate hikes going forward. Shares of Middlesex Water are currently trading beyond the upper end of our 3- to 5-year Target Price parameters. This is so even after modestly lifting our P/E multiple to 24x. All in all, subscribers with an investment horizon of 18 months or longer can find more-attractive options elsewhere, at this juncture. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Cal-endar</th><th colspan="4">QUARTERLY REVENUES (\$ mill.)</th><th>Full Year</th> </tr> <tr> <th></th><th>Mar.31</th><th>Jun. 30</th><th>Sep. 30</th><th>Dec. 31</th><th></th> </tr> </thead> <tbody> <tr> <td>2018</td><td>31.2</td><td>34.9</td><td>38.7</td><td>33.3</td><td>138.1</td> </tr> <tr> <td>2019</td><td>30.7</td><td>33.4</td><td>37.8</td><td>32.7</td><td>134.6</td> </tr> <tr> <td>2020</td><td>31.8</td><td>35.3</td><td>39.9</td><td>34.6</td><td>141.6</td> </tr> <tr> <td>2021</td><td>33.0</td><td>37.0</td><td>44.0</td><td>36.0</td><td>150</td> </tr> <tr> <td>2022</td><td>34.0</td><td>38.0</td><td>45.0</td><td>38.0</td><td>155</td> </tr> </tbody> </table> | | | | Cal-endar | QUARTERLY REVENUES (\$ mill.) | | | | Full Year | | Mar.31 | Jun. 30 | Sep. 30 | Dec. 31 | | 2018 | 31.2 | 34.9 | 38.7 | 33.3 | 138.1 | 2019 | 30.7 | 33.4 | 37.8 | 32.7 | 134.6 | 2020 | 31.8 | 35.3 | 39.9 | 34.6 | 141.6 | 2021 | 33.0 | 37.0 | 44.0 | 36.0 | 150 | 2022 | 34.0 | 38.0 | 45.0 | 38.0 | 155 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cal-endar | QUARTERLY REVENUES (\$ mill.) | | | | Full Year | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Mar.31 | Jun. 30 | Sep. 30 | Dec. 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2018 | 31.2 | 34.9 | 38.7 | 33.3 | 138.1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2019 | 30.7 | 33.4 | 37.8 | 32.7 | 134.6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2020 | 31.8 | 35.3 | 39.9 | 34.6 | 141.6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2021 | 33.0 | 37.0 | 44.0 | 36.0 | 150 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2022 | 34.0 | 38.0 | 45.0 | 38.0 | 155 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Cal-endar</th><th colspan="4">EARNINGS PER SHARE ^A</th><th>Full Year</th> </tr> <tr> <th></th><th>Mar.31</th><th>Jun. 30</th><th>Sep. 30</th><th>Dec. 31</th><th></th> </tr> </thead> <tbody> <tr> <td>2018</td><td>.27</td><td>.52</td><td>.74</td><td>.43</td><td>1.96</td> </tr> <tr> <td>2019</td><td>.39</td><td>.49</td><td>.66</td><td>.46</td><td>2.01</td> </tr> <tr> <td>2020</td><td>.44</td><td>.55</td><td>.72</td><td>.47</td><td>2.18</td> </tr> <tr> <td>2021</td><td>.45</td><td>.55</td><td>.73</td><td>.52</td><td>2.25</td> </tr> <tr> <td>2022</td><td>.47</td><td>.57</td><td>.76</td><td>.55</td><td>2.35</td> </tr> </tbody> </table> | | | | Cal-endar | EARNINGS PER SHARE ^A | | | | Full Year | | Mar.31 | Jun. 30 | Sep. 30 | Dec. 31 | | 2018 | .27 | .52 | .74 | .43 | 1.96 | 2019 | .39 | .49 | .66 | .46 | 2.01 | 2020 | .44 | .55 | .72 | .47 | 2.18 | 2021 | .45 | .55 | .73 | .52 | 2.25 | 2022 | .47 | .57 | .76 | .55 | 2.35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cal-endar | EARNINGS PER SHARE ^A | | | | Full Year | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Mar.31 | Jun. 30 | Sep. 30 | Dec. 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2018 | .27 | .52 | .74 | .43 | 1.96 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2019 | .39 | .49 | .66 | .46 | 2.01 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2020 | .44 | .55 | .72 | .47 | 2.18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2021 | .45 | .55 | .73 | .52 | 2.25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2022 | .47 | .57 | .76 | .55 | 2.35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Cal-endar</th><th colspan="4">QUARTERLY DIVIDENDS PAID ^B</th><th>Full Year</th> </tr> <tr> <th></th><th>Mar.31</th><th>Jun.30</th><th>Sep.30</th><th>Dec.31</th><th></th> </tr> </thead> <tbody> <tr> <td>2017</td><td>.21125</td><td>.21125</td><td>.21125</td><td>.22375</td><td>.86</td> </tr> <tr> <td>2018</td><td>.22375</td><td>.22375</td><td>.22375</td><td>.24</td><td>.91</td> </tr> <tr> <td>2019</td><td>.24</td><td>.24</td><td>.24</td><td>.2562</td><td>.98</td> </tr> <tr> <td>2020</td><td>.2562</td><td>.2562</td><td>.2562</td><td>.2725</td><td>1.04</td> </tr> <tr> <td>2021</td><td>.2725</td><td></td><td></td><td></td><td></td> </tr> </tbody> </table> | | | | Cal-endar | QUARTERLY DIVIDENDS PAID ^B | | | | Full Year | | Mar.31 | Jun.30 | Sep.30 | Dec.31 | | 2017 | .21125 | .21125 | .21125 | .22375 | .86 | 2018 | .22375 | .22375 | .22375 | .24 | .91 | 2019 | .24 | .24 | .24 | .2562 | .98 | 2020 | .2562 | .2562 | .2562 | .2725 | 1.04 | 2021 | .2725 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cal-endar | QUARTERLY DIVIDENDS PAID ^B | | | | Full Year | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Mar.31 | Jun.30 | Sep.30 | Dec.31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2017 | .21125 | .21125 | .21125 | .22375 | .86 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2018 | .22375 | .22375 | .22375 | .24 | .91 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2019 | .24 | .24 | .24 | .2562 | .98 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2020 | .2562 | .2562 | .2562 | .2725 | 1.04 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2021 | .2725 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

(A) Diluted earnings. Next earnings report due early May.

(B) Dividends historically paid in mid-Feb., May, Aug., and November. Div'd reinvestment plan available.

(C) In millions.

| | |
|------------------------------|-----|
| Company's Financial Strength | B++ |
| Stock's Price Stability | 85 |
| Price Growth Persistence | 65 |
| Earnings Predictability | 85 |

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April 9, 2021

Nicholas P. Patrikis

Appendix A-5.2 (ScottMadden)

| SJW GROUP NYSE-SJW | | | | RECENT PRICE | P/E RATIO | RELATIVE P/E RATIO | DIV'D YLD | VALUE LINE | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|-------------------------------------|---|-----------|--|--------|---|--------|-----------|--------|-----------------------|------------------------|------------------------|-------|-------|-------|---------------------------------------|-------|----------------------------------|-------|--|--|
| | | | | 63.42 | 26.9 (Trailing: 29.6; Median: 21.0) | 1.23 | 2.1% | | | | | | | | | | | | | | | | | | |
| TIMELINESS — E SAFETY 3 New 4/22/11 TECHNICAL — E BETA .85 (1.00 = Market) | | | | LEGENDS — 1.50 x Dividends p sh divided by Interest Rate Relative Price Strength Options: Yes Shaded area indicates recession | | Target Price Range 2024 2025 2026 120 100 80 64 48 32 24 20 16 12 8 | | | | | | | | | | | | | | | | | | | |
| 18-Month Target Price Range Low-High Midpoint (% to Mid) \$53-\$123 \$88 (40%) | | | | 2024-26 PROJECTIONS High Price Gain Ann'l Total Low 100 (+60%) (Nil) Return 65 77 14% 3% | | Institutional Decisions 2020 3Q20 4Q20 to Buy 78 62 80 to Sell 75 77 68 Hld's(000) 19939 19827 19850 | | Percent shares traded 15 10 5 | | % TOT. RETURN 2/21 THIS STOCK VL ARITH. INDEX 1 yr. 4.5 50.1 3 yr. 24.8 45.4 5 yr. 89.0 108.8 | | | | | | | | | | | | | | | |
| | | | | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | © VALUE LINE PUB. LLC | 24-26 | | |
| | | | | 9.86 | 10.35 | 11.25 | 12.12 | 11.68 | 11.62 | 12.85 | 14.01 | 13.73 | 15.76 | 14.97 | 16.61 | 18.97 | 14.00 | 14.78 | 19.77 | 20.00 | 20.65 | Revenues per sh | 22.15 | | |
| | | | | 2.21 | 2.38 | 2.30 | 2.44 | 2.21 | 2.38 | 2.80 | 2.97 | 2.90 | 4.42 | 3.86 | 4.76 | 5.24 | 3.29 | 3.67 | 5.28 | 4.25 | 4.40 | "Cash Flow" per sh | 5.30 | | |
| | | | | 1.12 | 1.19 | 1.04 | 1.08 | .81 | .84 | 1.11 | 1.18 | 1.12 | 2.54 | 1.85 | 2.57 | 2.86 | 1.82 | 1.35 | 2.14 | 2.55 | 2.70 | Earnings per sh ^A | 3.65 | | |
| | | | | .53 | .57 | .61 | .65 | .66 | .68 | .69 | .71 | .73 | .75 | .78 | .81 | 1.04 | 1.12 | 1.20 | 1.28 | 1.36 | 1.44 | Div'd Decl'd per sh ^B | 1.72 | | |
| | | | | 2.83 | 3.87 | 6.62 | 3.79 | 3.17 | 5.65 | 3.75 | 5.67 | 4.68 | 5.02 | 5.24 | 6.95 | 7.26 | 5.08 | 6.25 | 7.44 | 6.75 | 7.00 | Cap'l Spending per sh | 7.50 | | |
| | | | | 10.72 | 12.48 | 12.90 | 13.99 | 13.66 | 13.75 | 14.20 | 14.71 | 15.92 | 17.75 | 18.83 | 20.61 | 22.57 | 31.31 | 31.27 | 32.12 | 35.60 | 36.95 | Book Value per sh | 40.85 | | |
| | | | | 18.27 | 18.28 | 18.36 | 18.18 | 18.50 | 18.55 | 18.59 | 18.67 | 20.17 | 20.29 | 20.38 | 20.46 | 20.52 | 28.40 | 28.46 | 28.56 | 29.50 | 29.75 | Common Shs Outst'g ^C | 30.00 | | |
| | | | | 19.7 | 23.5 | 33.4 | 26.2 | 28.7 | 29.1 | 21.2 | 20.4 | 24.3 | 11.2 | 16.6 | 15.7 | 18.8 | 32.7 | 47.8 | 30.0 | Bold figures are Value Line estimates | | Avg Ann'l P/E Ratio | 23.0 | | |
| | | | | 1.05 | 1.27 | 1.77 | 1.58 | 1.91 | 1.85 | 1.33 | 1.30 | 1.37 | .59 | .84 | .82 | .95 | 1.77 | 2.55 | 1.56 | | | Relative P/E Ratio | 1.30 | | |
| | | | | 2.4% | 2.0% | 1.7% | 2.3% | 2.8% | 2.8% | 2.9% | 3.0% | 2.7% | 2.6% | 2.5% | 2.0% | 1.9% | 1.9% | 1.9% | 2.0% | | | Avg Ann'l Div'd Yield | 2.1% | | |
| CAPITAL STRUCTURE as of 12/31/20 Total Debt \$1363.8 mill. Due in 5 Yrs \$22.4 mill. LT Debt \$1287.6 mill. LT Interest \$50.0 mill. (LT Interest Coverage: 3.8x) | | | | 239.0 | 261.5 | 276.9 | 319.7 | 305.1 | 339.7 | 389.2 | 397.7 | 420.5 | 564.5 | 590 | 615 | Revenues (\$mill) | 665 | | | | | | | | |
| | | | | 20.9 | 22.3 | 23.5 | 51.8 | 37.9 | 52.8 | 59.2 | 38.8 | 38.7 | 61.5 | 80.0 | Net Profit (\$mill) | 110 | | | | | | | | | |
| | | | | 41.1% | 41.1% | 38.7% | 32.5% | 38.1% | 38.8% | 36.7% | 20.6% | 25.3% | 12.0% | 21.0% | Income Tax Rate | 21.0% | | | | | | | | | |
| | | | | -- | -- | -- | -- | -- | -- | -- | 2.0% | 1.5% | 1.5% | AFUDC % to Net Profit | 1.5% | | | | | | | | | | |
| | | | | 56.6% | 55.0% | 51.1% | 51.6% | 49.8% | 50.7% | 48.2% | 32.7% | 59.1% | 58.4% | 53.5% | 51.0% | Long-Term Debt Ratio | 38.0% | | | | | | | | |
| | | | | 43.4% | 45.0% | 48.9% | 48.4% | 50.2% | 49.3% | 51.8% | 67.3% | 40.9% | 41.6% | 46.5% | 49.0% | Common Equity Ratio | 62.0% | | | | | | | | |
| | | | | 607.9 | 610.2 | 656.2 | 744.5 | 764.6 | 855.0 | 894.3 | 1320.7 | 2173.6 | 2204.7 | 2250 | 2250 | Total Capital (\$mill) | 1975 | | | | | | | | |
| Pension Assets-12/20 \$278.1 mill. Oblig. \$386.1 mill. | | | | 756.2 | 831.6 | 898.7 | 963.0 | 1036.8 | 1146.4 | 1239.3 | 1328.8 | 2206.5 | 2334.9 | 2450 | 2565 | Net Plant (\$mill) | 2775 | | | | | | | | |
| Pfd Stock None. Common Stock 28,560,000 shs. | | | | 4.9% | 5.0% | 5.0% | 8.3% | 6.3% | 7.4% | 7.9% | 3.9% | 2.5% | 4.0% | 4.0% | Return on Total Cap'l | 6.0% | | | | | | | | | |
| | | | | 7.9% | 8.1% | 7.3% | 14.4% | 9.9% | 12.5% | 12.8% | 4.4% | 4.3% | 6.7% | 7.0% | Return on Shr. Equity | 9.0% | | | | | | | | | |
| | | | | 7.9% | 8.1% | 7.3% | 14.4% | 9.9% | 12.5% | 12.8% | 4.4% | 4.3% | 6.7% | 7.0% | Return on Com Equity | 9.0% | | | | | | | | | |
| MARKET CAP: \$1.8 billion (Mid Cap) | | | | 3.1% | 3.3% | 2.8% | 10.2% | 5.7% | 8.6% | 8.2% | 1.8% | .5% | 2.7% | 3.5% | Retained to Com Eq | 4.5% | | | | | | | | | |
| | | | | 61% | 59% | 62% | 29% | 42% | 31% | 36% | 60% | 88% | 59% | 53% | All Div'ds to Net Prof | 47% | | | | | | | | | |
| CURRENT POSITION (\$MILL.) | | | | 2018 | | 2019 | | 12/31/20 | | | | | | | | | | | | | | | | | |
| Cash Assets | | | | 420.7 | | 17.9 | | 9.3 | | | | | | | | | | | | | | | | | |
| Accts Receivable | | | | 19.2 | | 36.3 | | 58.1 | | | | | | | | | | | | | | | | | |
| Other | | | | 62.8 | | 67.8 | | 59.9 | | | | | | | | | | | | | | | | | |
| Current Assets | | | | 502.7 | | 122.0 | | 127.3 | | | | | | | | | | | | | | | | | |
| Accts Payable | | | | 24.9 | | 34.9 | | 34.2 | | | | | | | | | | | | | | | | | |
| Debt Due | | | | -- | | 22.3 | | 76.2 | | | | | | | | | | | | | | | | | |
| Other | | | | 139.1 | | 177.4 | | 240.4 | | | | | | | | | | | | | | | | | |
| Current Liab. | | | | 164.0 | | 234.6 | | 350.8 | | | | | | | | | | | | | | | | | |
| ANNUAL RATES Past Past Est'd '18-'20 of change (per sh) 10 Yrs. 5 Yrs. to '24-'26 | | | | 3.0% | | 2.0% | | 5.5% | | | | | | | | | | | | | | | | | |
| Revenues | | | | 5.5% | | 2.0% | | 4.5% | | | | | | | | | | | | | | | | | |
| "Cash Flow" | | | | 7.0% | | -5% | | 13.0% | | | | | | | | | | | | | | | | | |
| Earnings | | | | 6.0% | | 10.0% | | 6.0% | | | | | | | | | | | | | | | | | |
| Dividends | | | | 8.5% | | 12.5% | | 4.5% | | | | | | | | | | | | | | | | | |
| Book Value | | | | | | | | | | | | | | | | | | | | | | | | | |
| QUARTERLY REVENUES (\$ mill.) | | | | 2018 | | 2019 | | 2020 | | 2021 | | 2022 | | | | | | | | | | | | | |
| Cal-endar | | | | Mar.31 | | Jun.30 | | Sep.30 | | Dec.31 | | Full Year | | | | | | | | | | | | | |
| 2018 | | | | 75.0 | | 99.1 | | 124.9 | | 98.7 | | 397.7 | | | | | | | | | | | | | |
| 2019 | | | | 77.7 | | 103.0 | | 114.0 | | 126.0 | | 420.5 | | | | | | | | | | | | | |
| 2020 | | | | 115.8 | | 147.2 | | 165.9 | | 135.6 | | 564.5 | | | | | | | | | | | | | |
| 2021 | | | | 120 | | 150 | | 175 | | 145 | | 590 | | | | | | | | | | | | | |
| 2022 | | | | 125 | | 155 | | 185 | | 150 | | 615 | | | | | | | | | | | | | |
| EARNINGS PER SHARE ^A | | | | 2018 | | 2019 | | 2020 | | 2021 | | 2022 | | | | | | | | | | | | | |
| Cal-endar | | | | Mar.31 | | Jun.30 | | Sep.30 | | Dec.31 | | Full Year | | | | | | | | | | | | | |
| 2018 | | | | .06 | | .62 | | .76 | | .38 | | 1.82 | | | | | | | | | | | | | |
| 2019 | | | | .21 | | .47 | | .33 | | .34 | | 1.35 | | | | | | | | | | | | | |
| 2020 | | | | .08 | | .69 | | .91 | | .46 | | 2.14 | | | | | | | | | | | | | |
| 2021 | | | | .20 | | .75 | | .95 | | .65 | | 2.55 | | | | | | | | | | | | | |
| 2022 | | | | .23 | | .77 | | 1.00 | | .70 | | 2.70 | | | | | | | | | | | | | |
| QUARTERLY DIVIDENDS PAID ^B | | | | 2017 | | 2018 | | 2019 | | 2020 | | 2021 | | 2022 | | | | | | | | | | | |
| Cal-endar | | | | Mar.31 | | Jun.30 | | Sep.30 | | Dec.31 | | Full Year | | | | | | | | | | | | | |
| 2017 | | | | .2175 | | .2175 | | .2175 | | .3875 | | 1.04 | | | | | | | | | | | | | |
| 2018 | | | | .28 | | .28 | | .28 | | .28 | | 1.12 | | | | | | | | | | | | | |
| 2019 | | | | .30 | | .30 | | .30 | | .30 | | 1.20 | | | | | | | | | | | | | |
| 2020 | | | | .32 | | .32 | | .32 | | .32 | | 1.28 | | | | | | | | | | | | | |
| 2021 | | | | .34 | | .34 | | .34 | | .34 | | 1.36 | | | | | | | | | | | | | |
| BUSINESS: SJW Group engages in the production, purchase, storage, purification, distribution, and retail sale of water. It provides water service to approximately 231,000 connections with a total population of roughly one million people in the San Jose area and 16,000 connections that reach about 49,000 residents in the region between San Antonio and Austin, Texas. The company merged with Connecticut Water (10/19) which provides service to approx. 138,000 connections with a total population of 450,000 people. Has 361 employees. Officers and directors own 8.3% of outstanding shares (3/21 proxy). Chairman & CEO: Eric Thornburg. Incorporated: California. Address: 110 West Taylor Street, San Jose, CA 95110. Telephone: (408) 279-7800. Internet: www.sjwater.com. | | | | | | | | | | | | | | | | | | | | | | | | | |
| SJW Group posted better-than-expected top- and bottom-line results to close 2020. December-period revenues of \$136 million came in about \$5 million above our call, while earnings of \$0.46 a share exceeded our \$0.42 expectation. The overall outperformance was driven primarily by greater customer usage, cumulative water rate increases, slimmer operating expenses due to lower merger-related costs, and a decline in general & administrative expenses. | | | | | | | | | | | | | | | | | | | | | | | | | |
| Noteworthy share-profit expansion is likely in the cards this year and next. Water production costs are apt to rise in conjunction with increased water consumption and a widening customer base, but operating expenses may well trend lower. Not to mention, we think significant merger synergies are likely to develop. All told, we think SJW will earn \$2.55 a share this year, and \$2.70 a share in 2022. | | | | | | | | | | | | | | | | | | | | | | | | | |
| The coast-to-coast regulated water utility has tapped the equity markets. Specifically, the company recently closed a public offering of over one million shares, netting proceeds of almost \$61 million. Management's plan for the raised funds | | | | | | | | | | | | | | | | | | | | | | | | | |
| include paying down outstanding obligations, various capital expenditures, and general corporate purposes. | | | | | | | | | | | | | | | | | | | | | | | | | |
| The long-term growth narrative remains largely unaltered. Increased residential and wholesale water consumption, alongside periodic rate hikes, ought to keep revenues moving in the right direction. SJW Group's diverse geographical footprint is advantageous, and should expand further down the road. From an operational standpoint, robust capital spending on infrastructure upgrades ought to boost efficiency, as much of these costs can eventually be passed along to the consumer. | | | | | | | | | | | | | | | | | | | | | | | | | |
| Unranked SJW shares are a bit more appealing for patient accounts following their recent step back in price. At recent levels, capital appreciation potential out to mid-decade is slightly above average, thus presenting a decent entry point for interested subscribers to start building a position. What's more, the dividend yield is now comfortably above the Value Line median, and ranks among the top payers in the Water Utilities Industry. | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | <i>Nicholas P. Patrikis</i> April 9, 2021 | | | | | | | | | | | | | | | | | | | | | |

(A) Diluted earnings. Excludes nonrecurring losses: '05, \$1.09; '06, \$16.36; '08, \$1.22; '10, \$0.46. GAAP accounting as of 2013. Next earnings report due early May. Quarterly eqs. may not add due to rounding. (B) Dividends historically paid in early March, June, September, and December. ■ Div'd reinvestment plan available. (C) In millions. (D) Paid special dividend of \$0.17 per share on 11/17. (E) Suspended due to recent CTWS merger. Company's Financial Strength B+ Stock's Price Stability 75 Price Growth Persistence 70 Earnings Predictability 45 To subscribe call 1-800-VALUELINE

Appendix A-5.2 (ScottMadden)

| YORK WATER NDQ:YORW | | RECENT PRICE | P/E RATIO | (Trailing: 38.4) | RELATIVE P/E RATIO | DIV'D YLD | VALUE LINE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|--|--------------------------------|---|-------------------------------|---------------------------------------|-------------------------------|---|--------------------------------|--|--------------------------------|---|-------------------------------|---|--------------------------------|---|---------------------------------|---|--|---|--|---|--|---|--|--|--|--|--|---|--|---------------------------------|--|-----------------|--|------------------------|--|
| | | 48.74 | 38.1 | (Median: 26.0) | 1.74 | 1.5% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIMELINESS 3 Lowered 1/15/21 | High: 18.0 | 18.1 | 18.5 | 22.0 | 24.3 | 26.7 | 39.8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SAFETY 3 Lowered 7/17/15 | Low: 12.8 | 15.8 | 16.8 | 17.6 | 18.8 | 19.7 | 23.8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TECHNICAL 3 Lowered 4/2/21 | LEGENDS 1.10 x Dividends p sh divided by Interest Rate Relative Price Strength Options: Yes Shaded area indicates recession | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BETA .80 (1.00 = Market) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18-Month Target Price Range | Target Price Range 2024 2025 2026 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Low-High Midpoint (% to Mid) | 64 48 40 32 24 20 16 12 8 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$36-\$76 \$56 (15%) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2024-26 PROJECTIONS | Ann'l Total Return | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| High Price 50 Gain (+5%) 2% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Low Price 35 Gain (-30%) -6% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Institutional Decisions | Percent shares traded | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2020 2020 2020 | 12 8 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| to Buy 59 46 56 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| to Sell 48 53 46 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hld's(000) 5479 5302 5341 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 | © VALUE LINE PUB. LLC 24-26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.58 .79 .56 .42 | 2.56 .77 .58 .45 | 2.79 .86 .57 .48 | 2.89 .88 .57 .49 | 2.95 .95 .64 .51 | 3.07 1.07 .71 .52 | 3.18 1.09 .71 .53 | 3.21 1.12 .72 .54 | 3.27 1.19 .75 .55 | 3.58 1.36 .89 .57 | 3.68 1.45 .97 .60 | 3.70 1.42 1.01 .63 | 3.77 1.53 1.01 .65 | 3.74 1.58 1.04 .67 | 3.96 1.70 1.11 .70 | 4.13 1.88 1.27 .73 | 4.20 1.95 1.35 .78 | 4.35 2.10 1.40 .78 | Revenues per sh 5.10 | | | | | | | | | | | | | | | | | | | |
| 1.69 4.85 10.40 26.3 1.40 2.9% | 1.85 5.84 11.20 31.2 1.68 2.5% | 1.69 5.97 11.37 30.3 1.61 2.8% | 2.17 6.14 11.37 24.6 1.48 3.5% | 1.18 6.92 12.56 21.9 1.46 3.6% | .83 7.19 12.69 20.7 1.32 3.5% | .74 7.45 12.79 23.9 1.50 3.1% | .94 7.73 12.98 24.4 1.55 3.1% | .76 7.98 12.98 26.3 1.48 2.8% | 1.10 8.15 12.83 23.1 1.22 2.8% | 1.11 8.51 12.85 23.5 1.18 2.6% | 1.03 8.88 12.85 32.8 1.72 2.1% | 1.95 9.28 12.94 34.6 1.74 1.9% | -- 10.31 13.02 30.3 1.64 1.9% | .16 10.97 13.02 33.8 1.85 1.6% | .85 11.55 13.00 35.7 1.85 1.6% | 1.35 12.00 13.00 35.7 1.85 1.6% | 1.45 12.00 12.90 35.7 1.85 1.6% | Cap'l Spending per sh 1.85 | | | | | | | | | | | | | | | | | | | |
| 10.40 26.3 1.40 2.9% | 11.20 31.2 1.68 2.5% | 11.37 30.3 1.61 2.8% | 11.37 24.6 1.48 3.5% | 12.56 21.9 1.46 3.6% | 12.69 20.7 1.32 3.5% | 12.79 23.9 1.50 3.1% | 12.98 24.4 1.55 3.1% | 12.98 26.3 1.48 2.8% | 12.83 23.1 1.22 2.8% | 12.85 23.5 1.18 2.6% | 12.85 32.8 1.72 2.1% | 12.94 34.6 1.74 1.9% | 13.02 30.3 1.64 1.9% | 13.02 33.8 1.85 1.6% | 13.00 35.7 1.85 1.6% | 12.90 35.7 1.85 1.6% | 12.90 35.7 1.85 1.6% | Book Value per sh 12.90 | | | | | | | | | | | | | | | | | | | |
| CAPITAL STRUCTURE as of 12/31/20 | | Total Debt \$123.6 mill. Due in 5 Yrs \$42.5 mill. | | LT Debt \$123.6 mill. LT Interest \$5.5 mill. | | (46% of Cap'l) | | 40.6 41.4 42.4 45.9 47.1 47.6 48.6 48.4 51.6 53.9 54.5 56.0 | | 9.1 9.3 9.7 11.5 12.5 11.8 13.0 13.4 14.4 16.6 17.5 18.0 | | 35.3% 37.6% 37.6% 29.8% 27.5% 31.3% 25.9% 15.7% 13.5% 18.5% 21.0% 21.0% | | 1.1% 1.1% .8% 1.8% 1.6% 1.9% 6.7% 1.7% 2.5% 1.5% 1.5% | | 47.1% 46.0% 45.1% 44.8% 44.4% 42.6% 43.0% 42.5% 41.3% 46.3% 44.5% 42.5% | | 52.9% 54.0% 54.9% 55.2% 55.6% 57.4% 57.0% 57.5% 58.7% 53.7% 55.5% 57.5% | | 180.2 184.8 188.4 189.4 196.3 198.7 209.5 219.5 228.7 266.9 270 270 | | 233.0 240.3 244.2 253.2 261.4 270.9 288.8 299.2 313.2 343.6 355 370 | | 6.4% 6.4% 6.5% 7.4% 7.6% 7.2% 7.5% 7.3% 7.4% 7.1% 7.5% 7.5% | | 9.5% 9.3% 9.3% 11.0% 11.5% 10.4% 10.9% 10.6% 10.7% 11.5% 11.5% 11.5% | | 9.5% 9.3% 9.3% 11.0% 11.5% 10.4% 10.9% 10.6% 10.7% 11.5% 11.5% 11.5% | | 2.5% 2.4% 2.4% 3.9% 4.4% 3.4% 4.0% 3.8% | | 73% 74% 74% 64% 62% 67% 63% 64% | | 62% 58% 58% 59% | | Revenues (\$mill) 65.0 | |
| Pension Assets 12/20 \$56.3 mill. Oblig. \$54.1 mill. | | Pfd Stock None | | Common Stock 13,060,817 shs. | | MARKET CAP: \$625 million (Small Cap) | | CURRENT POSITION 2018 2019 12/31/20 (SMILL.) | | Cash Assets -- -- 5.0 | | Accounts Receivable 4.8 4.4 5.2 | | Inventory (Avg. Cost) .9 1.0 1.0 | | Other 3.3 4.0 5.1 | | Current Assets 9.0 9.4 16.3 | | Accts Payable 3.0 3.4 6.5 | | Debt Due 1.0 6.5 -- | | Other 6.8 5.3 5.5 | | Current Liab. 10.8 15.2 12.0 | | BUSINESS: The York Water Company is the oldest investor-owned regulated water utility in the United States. It has operated continuously since 1816. As of December 31, 2020, the company's average daily availability was 35.6 million gallons and its service territory had an estimated population of 202,000. Has more than 72,600 customers. Residential customers accounted for 66% of 2020 revenues; commercial and industrial (26%); other (8%). It also provides sewer billing services. Incorporated: PA. York had 108 full-time employees at 12/31/20. President/Chief Executive Officer: J.T. Hand. Officers/directors own 1.3% of the common stock (3/21 proxy). Address: 130 East Market Street, York, Pennsylvania 17401. Telephone: (717) 845-3601. Internet: www.yorkwater.com. | | | | | | | | | |
| ANNUAL RATES Past 10 Yrs. Past 5 Yrs. Est'd '17-'19 to '24-'26 | | Revenues 3.0% 2.5% 4.0% | | "Cash Flow" 6.0% 5.5% 6.5% | | Earnings 6.0% 6.0% 6.5% | | Dividends 3.0% 4.0% 6.0% | | Book Value 4.5% 4.0% 4.0% | | Cal-endar 2018 2019 2020 2021 2022 | | QUARTERLY REVENUES (\$ mill.) Mar.31 Jun.30 Sep.30 Dec.31 | | Full Year | | Cal-endar 2018 2019 2020 2021 2022 | | EARNINGS PER SHARE A Mar.31 Jun.30 Sep.30 Dec.31 | | Full Year | | Cal-endar 2017 2018 2019 2020 2021 | | QUARTERLY DIVIDENDS PAID B Mar.31 Jun.30 Sep.30 Dec.31 | | Full Year | | | | | | | | | |
| 11.6 12.0 12.7 12.1 48.4 | | 11.8 13.0 13.7 13.1 51.6 | | 12.9 13.3 14.3 13.4 53.9 | | 13.0 13.5 14.5 13.5 54.5 | | 13.5 13.7 15.0 13.8 56.0 | | .20 .26 .29 .29 1.04 | | .22 .28 .35 .26 1.11 | | .31 .32 .36 .28 1.27 | | .28 .35 .37 .35 1.35 | | .30 .36 .38 .36 1.40 | | .1602 .1602 .1602 .1666 .647 | | .1666 .1666 .1666 .1733 .673 | | .1733 .1733 .1733 .1802 .70 | | .1802 .1802 .1802 .1874 .73 | | .1874 | | | | | | | | | |
| (A) Diluted earnings. Next earnings report due early May. | | (B) Dividends historically paid in late February, June, September, and December. | | (C) In millions, adjusted for split. | | Company's Financial Strength B+ | | Stock's Price Stability 75 | | Price Growth Persistence 65 | | Earnings Predictability 100 | | To subscribe call 1-800-VALUELINE | | | | | | | | | | | | | | | | | | | | | | | |

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Nicholas P. Patrikis April 9, 2021

Appendix A-5.2 (ScottMadden)

City of York

Summary of Risk Premium Models for the Proxy Group of Eight Water Companies

| | <u>Proxy Group of Eight Water Companies</u> |
|--|---|
| Predictive Risk Premium Model (PRPM) (1) | 12.13 % |
| Risk Premium Using an Adjusted Total Market Approach (2) | <u>9.92 %</u> |
| Average | <u><u>11.03 %</u></u> |

Notes:

(1) From page 15 of this Appendix.

(2) From page 16 of this Appendix.

Appendix A-5.2 (ScottMadden)

City of York
Indicated ROE
Derived by the Predictive Risk Premium Model (1)

| | [1] | [2] | [3] | [4] | [5] | [6] | [7] |
|--------------------------------------|-------------------------------|-------------------------|----------------------|-------------------|----------------------------|--------------------|-------------------|
| Proxy Group of Eight Water Companies | LT Average Predicted Variance | Spot Predicted Variance | Recommended Variance | GARCH Coefficient | Predicted Risk Premium (2) | Risk-Free Rate (3) | Indicated ROE (4) |
| American States Water Company | 0.38% | 0.35% | 0.36% | 1.8535 | 8.37% | 2.73% | 11.10% |
| American Water Works Company, Inc. | 0.23% | 0.17% | 0.20% | 5.8359 | 15.13% | 2.73% | NMF |
| Artesian Resources Corporation | 0.32% | 0.35% | 0.34% | 2.0979 | 8.80% | 2.73% | 11.53% |
| California Water Service Group | 0.32% | 0.31% | 0.31% | 2.0227 | 7.85% | 2.73% | 10.58% |
| Global Water Resources, Inc. | 0.57% | 0.53% | 0.55% | 1.9704 | 13.80% | 2.73% | 16.53% |
| Middlesex Water Company | 0.31% | 0.58% | 0.45% | 2.1701 | 12.25% | 2.73% | 14.98% |
| SJW Group | 0.41% | 0.37% | 0.39% | 1.5296 | 7.40% | 2.73% | 10.13% |
| The York Water Company | 0.45% | 0.37% | 0.41% | 2.2144 | 11.49% | 2.73% | 14.22% |
| | | | | | | Average | 12.72% |
| | | | | | | Median | 11.53% |
| | | | | | Average of Mean and Median | | 12.13% |

NMF = Not Meaningful Figure

Notes:

- (1) The Predictive Risk Premium Model uses historical data to generate a predicted variance and a GARCH coefficient. The historical data used are the equity risk premiums for the first available trading month as reported by Bloomberg Professional Service.
- (2) $(1 + (\text{Column [3]} * \text{Column [4]}^{12}) - 1)$.
- (3) From note 2 on page 27 of this Appendix.
- (4) Column [5] + Column [6].

Appendix A-5.2 (ScottMadden)

City of York
 Indicated Common Equity Cost Rate
 Through Use of a Risk Premium Model
Using an Adjusted Total Market Approach

| <u>Line No.</u> | | <u>Proxy Group of Eight Water Companies</u> |
|-----------------|---|---|
| 1. | Prospective Yield on Aaa Rated Corporate Bonds (1) | 3.44 % |
| 2. | Adjustment to Reflect Yield Spread Between Aaa Rated Corporate Bonds and A2 Rated Public Utility Bonds | <u>0.42</u> (2) |
| 3. | Adjusted Prospective Yield on A2 Rated Public Utility Bonds | 3.86 % |
| 4. | Adjustment to Reflect Bond Rating Difference of Proxy Group | <u>0.05</u> (3) |
| 5. | Adjusted Prospective Bond Yield | 3.91 % |
| 6. | Equity Risk Premium (4) | <u>6.01</u> |
| 7. | Risk Premium Derived Common Equity Cost Rate | <u><u>9.92</u></u> % |

- Notes:
- (1) Consensus forecast of Moody's Aaa Rated Corporate bonds from Blue Chip Financial Forecasts (see pages 23 and 24 of this Appendix).
 - (2) The average yield spread of A2 rated public utility bonds over Aaa rated corporate bonds of 0.42% from page 17 of this Appendix.
 - (3) Adjustment to reflect the A2/A3 Moody's LT issuer rating of the Utility Proxy Group as shown on page 18 of this Appendix. The 0.05% upward adjustment is derived by taking 1/6 of the spread between A2/A3 and Baa2 Public Utility Bonds ($1/6 * 0.27\% = 0.05\%$) as derived from page 17 of this Appendix.
 - (4) From page 20 of this Appendix.

Appendix A-5.2 (ScottMadden)

City of York
Interest Rates and Bond Spreads for
Moody's Corporate and Public Utility Bonds

Selected Bond Yields

| | [1] | [2] | [3] |
|----------|-------------------------------------|---|---|
| | <u>Aaa Rated Corporate Bond</u> | <u>A2 Rated Public Utility Bond</u> | <u>Baa2 Rated Public Utility Bond</u> |
| Mar-2021 | 3.04 % | 3.44 % | 3.72 % |
| Feb-2021 | 2.70 | 3.09 | 3.37 |
| Jan-2021 | <u>2.45</u> | <u>2.91</u> | <u>3.18</u> |
| Average | <u>2.73 %</u> | <u>3.15 %</u> | <u>3.42 %</u> |

Selected Bond Spreads

A2 Rated Public Utility Bonds Over Aaa Rated Corporate Bonds:

0.42 % (1)

Baa2 Rated Public Utility Bonds Over A2 Rated Public Utility Bonds:

0.27 % (2)

Notes:

(1) Column [2] - Column [1].

(2) Column [3] - Column [2].

Source of Information:

Bloomberg Professional Service

Appendix A-5.2 (ScottMadden)

City of York
Comparison of Long-Term Issuer Ratings for
Proxy Group of Eight Water Companies

| | <u>Moody's</u> | | <u>Standard & Poor's</u> | |
|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| | <u>Long-Term Issuer Rating</u> | | <u>Long-Term Issuer Rating</u> | |
| | <u>April 2021</u> | | <u>April 2021</u> | |
| <u>Proxy Group of Eight Water Companies</u> | <u>Long-Term Issuer Rating</u> | <u>Numerical Weighting (1)</u> | <u>Long-Term Issuer Rating</u> | <u>Numerical Weighting (1)</u> |
| American States Water Company (2) | A2 | 6.0 | A+ | 5.0 |
| American Water Works Company, Inc. (3) | A3 | 7.0 | A | 6.0 |
| Artesian Resources Corporation | NR | -- | NR | -- |
| California Water Service Group | NR | -- | A+ | 5.0 |
| Global Water Resources, Inc. | NR | -- | NR | -- |
| Middlesex Water Company | NR | -- | A | 6.0 |
| SJW Group (4) | NR | -- | A/A- | 6.5 |
| The York Water Company | NR | -- | A- | 7.0 |
| Average | <u>A2/A3</u> | <u>6.5</u> | <u>A</u> | <u>5.9</u> |

Notes:

- (1) From page 19 of this Appendix.
- (2) Ratings that of Golden State Water Company.
- (3) Ratings that of New Jersey and Pennsylvania American Water Companies.
- (4) Ratings that of San Jose Water Company and The Connecticut Water Company

Source Information: Moody's Investors Service
Standard & Poor's Global Utilities Rating Service

Appendix A-5.2 (ScottMadden)

Numerical Assignment for Moody's and Standard & Poor's Bond Ratings

| <u>Moody's Bond Rating</u> | <u>Numerical Bond Weighting</u> | <u>Standard & Poor's Bond Rating</u> |
|----------------------------|---------------------------------|--|
| Aaa | 1 | AAA |
| Aa1 | 2 | AA+ |
| Aa2 | 3 | AA |
| Aa3 | 4 | AA- |
| A1 | 5 | A+ |
| A2 | 6 | A |
| A3 | 7 | A- |
| Baa1 | 8 | BBB+ |
| Baa2 | 9 | BBB |
| Baa3 | 10 | BBB- |
| Ba1 | 11 | BB+ |
| Ba2 | 12 | BB |
| Ba3 | 13 | BB- |
| B1 | 14 | B+ |
| B2 | 15 | B |
| B3 | 16 | B- |

Appendix A-5.2 (ScottMadden)

City of York
Judgment of Equity Risk Premium for the
Proxy Group of Eight Water Companies

| <u>Line No.</u> | | <u>Proxy Group of Eight Water Companies</u> |
|---------------------|--|---|
| 1. | Calculated equity risk premium based on the total market using the beta approach (1) | 6.52 % |
| 2. | Mean equity risk premium based on a study using the holding period returns of public utilities with A2 rated bonds (2) | <u>5.49</u> |
| 3. | Average equity risk premium | <u><u>6.01 %</u></u> |

Notes: (1) From page 21 of this Appendix.
(2) From page 25 of this Appendix.

Appendix A-5.2 (ScottMadden)

City of York
 Derivation of Equity Risk Premium Based on the Total Market Approach
 Using the Beta for the
Proxy Group of Eight Water Companies

| <u>Line No.</u> | <u>Equity Risk Premium Measure</u> | <u>Proxy Group of Eight Water Companies</u> |
|---|--|---|
| <u>Ibbotson-Based Equity Risk Premiums:</u> | | |
| 1. | Ibbotson Equity Risk Premium (1) | 5.92 % |
| 2. | Regression on Ibbotson Risk Premium Data (2) | 8.83 |
| 3. | Ibbotson Equity Risk Premium based on PRPM (3) | 9.40 |
| 4. | Equity Risk Premium Based on Value Line Summary and Index (4) | 4.80 |
| 5. | Equity Risk Premium Based on Value Line S&P 500 Companies (5) | 10.66 |
| 6. | Equity Risk Premium Based on Bloomberg S&P 500 Companies (6) | <u>10.57</u> |
| 7. | Conclusion of Equity Risk Premium | 8.36 % |
| 8. | Adjusted Beta (7) | <u>0.78</u> |
| 9. | Forecasted Equity Risk Premium | <u><u>6.52 %</u></u> |

Notes provided on page 22 of this Appendix.

Appendix A-5.2 (ScottMadden)

City of York

Derivation of Equity Risk Premium Based on the Total Market Approach Using the Beta for the Proxy Group of Eight Water Companies

Notes:

- (1) Based on the arithmetic mean historical monthly returns on large company common stocks from Ibbotson® SBBI® 2021 Market Report minus the arithmetic mean monthly yield of Moody's average Aaa and Aa2 corporate bonds from 1928-2020.
- (2) This equity risk premium is based on a regression of the monthly equity risk premiums of large company common stocks relative to Moody's average Aaa and Aa2 rated corporate bond yields from 1928-2020 referenced in Note 1 above.
- (3) The Predictive Risk Premium Model (PRPM) is discussed in the accompanying direct testimony. The Ibbotson equity risk premium based on the PRPM is derived by applying the PRPM to the monthly risk premiums between Ibbotson large company common stock monthly returns and average Aaa and Aa2 corporate monthly bond yields, from January 1928 through March 2021.
- (4) The equity risk premium based on the Value Line Summary and Index is derived by subtracting the average consensus forecast of Aaa corporate bonds of 3.44% (from page 16 of this Appendix) from the projected 3-5 year total annual market return of 8.24% (described fully in note 1 on page 27 of this Appendix).
- (5) Using data from Value Line for the S&P 500, an expected total return of 14.10% was derived based upon expected dividend yields and long-term earnings growth estimates as a proxy for capital appreciation. Subtracting the average consensus forecast of Aaa corporate bonds of 3.44% results in an expected equity risk premium of 10.66%.
- (6) Using data from the Bloomberg Professional Service for the S&P 500, an expected total return of 14.01% was derived based upon expected dividend yields and long-term earnings growth estimates as a proxy for capital appreciation. Subtracting the average consensus forecast of Aaa corporate bonds of 3.44% results in an expected equity risk premium of 10.57%.
- (7) Average of mean and median beta from page 26 of this Appendix.

Sources of Information:

Stocks, Bonds, Bills, and Inflation - 2021 SBBI Yearbook, John Wiley & Sons, Inc.
Industrial Manual and Mergent Bond Record Monthly Update.
Value Line Summary and Index
Blue Chip Financial Forecasts, April 1, 2021 and December 1, 2020
Bloomberg Professional Service

Appendix A-5.2 (ScottMadden)

2 ■ BLUE CHIP FINANCIAL FORECASTS ■ APRIL 1, 2021

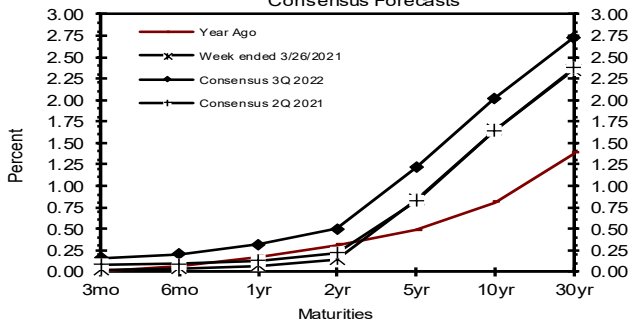
Consensus Forecasts of U.S. Interest Rates and Key Assumptions

| Interest Rates | History | | | | | | | | Consensus Forecasts-Quarterly Avg. | | | | | |
|-------------------------|-------------------------|--------|--------|-------|-------------------|------|------|------------|------------------------------------|---------|---------|---------|---------|---------|
| | Average For Week Ending | | | | Average For Month | | | Latest Qtr | 2Q 2021 | 3Q 2021 | 4Q 2021 | 1Q 2022 | 2Q 2022 | 3Q 2022 |
| | Mar 26 | Mar 19 | Mar 12 | Mar 5 | Feb | Jan | Dec | 1Q 2021* | 2021 | 2021 | 2021 | 2022 | 2022 | 2022 |
| Federal Funds Rate | 0.07 | 0.07 | 0.07 | 0.07 | 0.08 | 0.09 | 0.09 | 0.08 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 |
| Prime Rate | 3.25 | 3.25 | 3.25 | 3.25 | 3.25 | 3.25 | 3.25 | 3.25 | 3.3 | 3.3 | 3.3 | 3.3 | 3.3 | 3.3 |
| LIBOR, 3-mo. | 0.20 | 0.19 | 0.18 | 0.18 | 0.19 | 0.22 | 0.23 | 0.20 | 0.2 | 0.3 | 0.3 | 0.3 | 0.3 | 0.3 |
| Commercial Paper, 1-mo. | 0.07 | 0.07 | 0.07 | 0.06 | 0.06 | 0.08 | 0.09 | 0.07 | 0.1 | 0.1 | 0.1 | 0.1 | 0.2 | 0.2 |
| Treasury bill, 3-mo. | 0.02 | 0.02 | 0.04 | 0.04 | 0.04 | 0.08 | 0.09 | 0.05 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.2 |
| Treasury bill, 6-mo. | 0.04 | 0.05 | 0.06 | 0.07 | 0.06 | 0.09 | 0.09 | 0.07 | 0.1 | 0.1 | 0.1 | 0.1 | 0.2 | 0.2 |
| Treasury bill, 1 yr. | 0.07 | 0.07 | 0.09 | 0.08 | 0.07 | 0.10 | 0.10 | 0.08 | 0.1 | 0.2 | 0.2 | 0.2 | 0.3 | 0.3 |
| Treasury note, 2 yr. | 0.14 | 0.15 | 0.16 | 0.14 | 0.12 | 0.13 | 0.14 | 0.13 | 0.2 | 0.3 | 0.3 | 0.4 | 0.4 | 0.5 |
| Treasury note, 5 yr. | 0.84 | 0.85 | 0.82 | 0.73 | 0.54 | 0.45 | 0.39 | 0.61 | 0.8 | 0.9 | 1.0 | 1.1 | 1.1 | 1.2 |
| Treasury note, 10 yr. | 1.65 | 1.66 | 1.57 | 1.49 | 1.26 | 1.08 | 0.93 | 1.32 | 1.6 | 1.7 | 1.8 | 1.9 | 2.0 | 2.0 |
| Treasury note, 30 yr. | 2.35 | 2.41 | 2.30 | 2.25 | 2.04 | 1.82 | 1.67 | 2.08 | 2.4 | 2.5 | 2.5 | 2.6 | 2.7 | 2.7 |
| Corporate Aaa bond | 3.15 | 3.23 | 3.13 | 3.06 | 2.84 | 2.64 | 2.52 | 2.88 | 3.0 | 3.1 | 3.2 | 3.3 | 3.4 | 3.4 |
| Corporate Baa bond | 3.63 | 3.71 | 3.62 | 3.52 | 3.30 | 3.14 | 3.03 | 3.36 | 3.9 | 4.0 | 4.1 | 4.2 | 4.3 | 4.4 |
| State & Local bonds | 2.75 | 2.74 | 2.72 | 2.77 | 2.63 | 2.65 | 2.70 | 2.68 | 2.7 | 2.9 | 3.0 | 3.0 | 3.1 | 3.2 |
| Home mortgage rate | 3.17 | 3.09 | 3.05 | 3.02 | 2.81 | 2.74 | 2.68 | 2.88 | 3.2 | 3.3 | 3.4 | 3.5 | 3.6 | 3.7 |

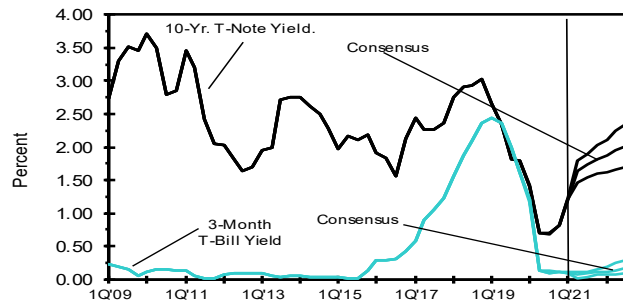
| Key Assumptions | History | | | | | | | | Consensus Forecasts-Quarterly | | | | | |
|----------------------|---------|-------|-------|-------|-------|-------|-------|-------|-------------------------------|-------|-------|--------|-------|-------|
| | 2Q | | 3Q | | 4Q | | 1Q | | 2Q | 3Q | 4Q | 1Q | 2Q | 3Q |
| | 2019 | 2019 | 2019 | 2020 | 2020 | 2020 | 2020 | 2020 | 2020 | 2020 | 2020 | 2021** | 2021 | 2021 |
| Fed's AFE \$ Index | 110.4 | 110.6 | 110.5 | 111.4 | 112.4 | 107.3 | 105.2 | 103.4 | 104.0 | 103.9 | 103.9 | 103.6 | 103.5 | 103.4 |
| Real GDP | 1.5 | 2.6 | 2.4 | -5.0 | -31.4 | 33.4 | 4.3 | 4.3 | 8.1 | 6.9 | 4.8 | 3.5 | 3.0 | 2.7 |
| GDP Price Index | 2.5 | 1.5 | 1.4 | 1.4 | -1.8 | 3.5 | 2.0 | 2.2 | 2.1 | 2.1 | 2.0 | 1.9 | 2.1 | 2.2 |
| Consumer Price Index | 3.5 | 1.3 | 2.6 | 1.0 | -3.1 | 4.7 | 2.4 | 2.8 | 2.4 | 2.1 | 2.0 | 2.0 | 2.1 | 2.2 |
| PCE Price Index | 2.5 | 1.4 | 1.5 | 1.3 | -1.6 | 3.7 | 1.5 | 2.7 | 2.2 | 2.0 | 1.9 | 1.9 | 2.0 | 2.1 |

Forecasts for interest rates and the Federal Reserve's Major Currency Index represent averages for the quarter. Forecasts for Real GDP, GDP Price Index and Consumer Price Index are seasonally-adjusted annual rates of change (saar). Individual panel members' forecasts are on pages 4 through 9. Historical data: Treasury rates from the Federal Reserve Board's H.15; AAA-AA and A-BBB corporate bond yields from Bank of America-Merrill Lynch and are 15+ years, yield to maturity; State and local bond yields from Bank of America-Merrill Lynch, A-rated, yield to maturity; Mortgage rates from Freddie Mac, 30-year, fixed; LIBOR quotes from Intercontinental Exchange. All interest rate data are sourced from Haver Analytics. Historical data for Fed's Major Currency Index are from FRSR H.10. Historical data for Real GDP and GDP Chained Price Index are from the Bureau of Economic Analysis (BEA). Consumer Price Index (CPI) history is from the Department of Labor's Bureau of Labor Statistics (BLS). *Interest rate data for 1Q 2021 based on historical data through the week ended March 26. **Data for 1Q 2021 for the Fed's AFE \$ Index based on data through the week ended March 26. Figures for 1Q 2021 Real GDP, GDP Chained Price Index and CPI and PCE Price Index are consensus forecasts from the March 2021 survey.

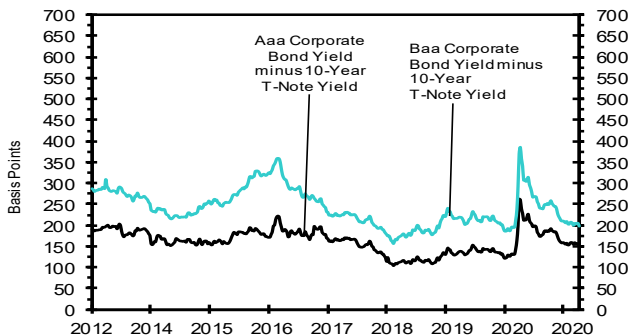
U.S. Treasury Yield Curve
Week ended March 26, 2021 & Year Ago vs.
2Q 2021 & 3Q 2022
Consensus Forecasts



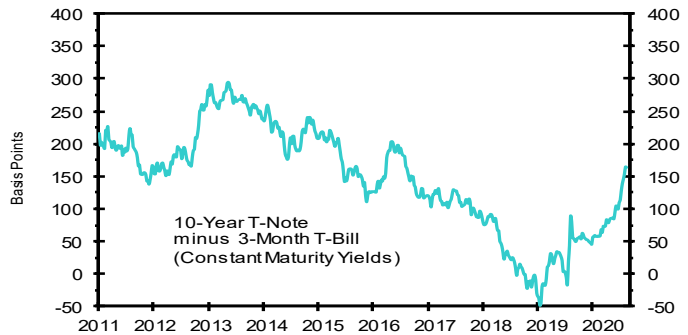
U.S. 3-Mo. T-Bills & 10-Yr. T-Note Yield
(Quarterly Average) Forecast



Corporate Bond Spreads
As of week ended March 26, 2020



U.S. Treasury Yield Curve
As of week ended March 26, 2020



Appendix A-5.2 (ScottMadden)

Long-Range Survey:

The table below contains the results of our twice-annual long-range CONSENSUS survey. There are also Top 10 and Bottom 10 averages for each variable. Shown are consensus estimates for the years 2022 through 2026 and averages for the five-year periods 2022-2026 and 2027-2031. Apply these projections cautiously. Few if any economic, demographic and political forces can be evaluated accurately over such long time spans.

| | | Average For The Year | | | | | Five-Year Averages | |
|--------------------------------|-------------------|--------------------------------------|--------------|--------------|--------------|--------------|--------------------|--------------|
| | | 2022 | 2023 | 2024 | 2025 | 2026 | 2022-2026 | 2027-2031 |
| 1. Federal Funds Rate | CONSENSUS | 0.1 | 0.3 | 0.7 | 1.2 | 1.5 | 0.8 | 1.8 |
| | Top 10 Average | 0.2 | 0.7 | 1.4 | 2.0 | 2.4 | 1.3 | 2.5 |
| | Bottom 10 Average | 0.1 | 0.1 | 0.2 | 0.4 | 0.6 | 0.3 | 1.2 |
| 2. Prime Rate | CONSENSUS | 3.3 | 3.5 | 3.9 | 4.3 | 4.6 | 3.9 | 4.9 |
| | Top 10 Average | 3.4 | 3.7 | 4.4 | 5.0 | 5.4 | 4.4 | 5.4 |
| | Bottom 10 Average | 3.2 | 3.2 | 3.3 | 3.5 | 3.8 | 3.4 | 4.5 |
| 3. LIBOR, 3-Mo. | CONSENSUS | 0.4 | 0.6 | 1.1 | 1.5 | 1.8 | 1.1 | 2.2 |
| | Top 10 Average | 0.5 | 1.0 | 1.7 | 2.2 | 2.6 | 1.6 | 2.7 |
| | Bottom 10 Average | 0.3 | 0.3 | 0.5 | 0.8 | 1.1 | 0.6 | 1.6 |
| 4. Commercial Paper, 1-Mo | CONSENSUS | 0.3 | 0.7 | 1.2 | 1.6 | 1.9 | 1.1 | 2.1 |
| | Top 10 Average | 0.4 | 0.9 | 1.6 | 2.1 | 2.4 | 1.5 | 2.5 |
| | Bottom 10 Average | 0.2 | 0.4 | 0.8 | 1.2 | 1.5 | 0.8 | 1.7 |
| 5. Treasury Bill Yield, 3-Mo | CONSENSUS | 0.2 | 0.4 | 0.8 | 1.2 | 1.5 | 0.8 | 1.9 |
| | Top 10 Average | 0.3 | 0.7 | 1.5 | 2.0 | 2.4 | 1.4 | 2.5 |
| | Bottom 10 Average | 0.1 | 0.1 | 0.2 | 0.5 | 0.7 | 0.3 | 1.3 |
| 6. Treasury Bill Yield, 6-Mo | CONSENSUS | 0.2 | 0.5 | 0.9 | 1.3 | 1.6 | 0.9 | 2.0 |
| | Top 10 Average | 0.3 | 0.8 | 1.6 | 2.1 | 2.5 | 1.5 | 2.6 |
| | Bottom 10 Average | 0.1 | 0.2 | 0.3 | 0.5 | 0.8 | 0.4 | 1.4 |
| 7. Treasury Bill Yield, 1-Yr | CONSENSUS | 0.3 | 0.6 | 1.0 | 1.4 | 1.8 | 1.0 | 2.1 |
| | Top 10 Average | 0.5 | 1.0 | 1.7 | 2.3 | 2.6 | 1.6 | 2.7 |
| | Bottom 10 Average | 0.2 | 0.3 | 0.4 | 0.7 | 0.9 | 0.5 | 1.6 |
| 8. Treasury Note Yield, 2-Yr | CONSENSUS | 0.4 | 0.8 | 1.2 | 1.6 | 1.9 | 1.2 | 2.3 |
| | Top 10 Average | 0.7 | 1.2 | 1.9 | 2.4 | 2.8 | 1.8 | 2.9 |
| | Bottom 10 Average | 0.2 | 0.3 | 0.6 | 0.8 | 1.1 | 0.6 | 1.7 |
| 9. Treasury Note Yield, 5-Yr | CONSENSUS | 0.8 | 1.2 | 1.6 | 2.0 | 2.3 | 1.5 | 2.5 |
| | Top 10 Average | 1.1 | 1.6 | 2.3 | 2.8 | 3.1 | 2.1 | 3.1 |
| | Bottom 10 Average | 0.5 | 0.7 | 1.0 | 1.2 | 1.4 | 1.0 | 1.9 |
| 10. Treasury Note Yield, 10-Yr | CONSENSUS | 1.3 | 1.7 | 2.0 | 2.4 | 2.6 | 2.0 | 2.8 |
| | Top 10 Average | 1.7 | 2.2 | 2.7 | 3.1 | 3.4 | 2.6 | 3.5 |
| | Bottom 10 Average | 0.9 | 1.2 | 1.4 | 1.7 | 1.8 | 1.4 | 2.2 |
| 11. Treasury Bond Yield, 30-Yr | CONSENSUS | 2.1 | 2.4 | 2.8 | 3.1 | 3.4 | 2.8 | 3.6 |
| | Top 10 Average | 2.5 | 3.0 | 3.5 | 4.0 | 4.2 | 3.4 | 4.3 |
| | Bottom 10 Average | 1.6 | 1.9 | 2.2 | 2.4 | 2.6 | 2.1 | 2.9 |
| 12. Corporate Aaa Bond Yield | CONSENSUS | 2.8 | 3.2 | 3.6 | 4.0 | 4.2 | 3.6 | 4.5 |
| | Top 10 Average | 3.1 | 3.6 | 4.2 | 4.6 | 4.9 | 4.1 | 5.0 |
| | Bottom 10 Average | 2.4 | 2.8 | 3.0 | 3.3 | 3.6 | 3.0 | 3.9 |
| 13. Corporate Baa Bond Yield | CONSENSUS | 3.9 | 4.3 | 4.7 | 5.0 | 5.2 | 4.6 | 5.4 |
| | Top 10 Average | 4.3 | 4.7 | 5.2 | 5.6 | 5.9 | 5.1 | 6.0 |
| | Bottom 10 Average | 3.5 | 3.9 | 4.1 | 4.3 | 4.5 | 4.1 | 4.9 |
| 14. State & Local Bonds Yield | CONSENSUS | 2.8 | 3.1 | 3.4 | 3.6 | 3.8 | 3.3 | 3.9 |
| | Top 10 Average | 3.1 | 3.5 | 3.8 | 4.1 | 4.3 | 3.8 | 4.3 |
| | Bottom 10 Average | 2.5 | 2.8 | 2.9 | 3.2 | 3.4 | 2.9 | 3.6 |
| 15. Home Mortgage Rate | CONSENSUS | 3.2 | 3.5 | 3.9 | 4.2 | 4.5 | 3.9 | 4.7 |
| | Top 10 Average | 3.5 | 3.9 | 4.4 | 4.9 | 5.2 | 4.4 | 5.2 |
| | Bottom 10 Average | 2.9 | 3.2 | 3.4 | 3.6 | 3.8 | 3.4 | 4.2 |
| A. Fed's AFE Nominal \$ Index | CONSENSUS | 107.2 | 107.0 | 106.5 | 106.4 | 106.6 | 106.7 | 106.7 |
| | Top 10 Average | 109.0 | 108.9 | 108.8 | 108.9 | 109.5 | 109.0 | 110.2 |
| | Bottom 10 Average | 105.4 | 105.2 | 104.4 | 103.8 | 103.7 | 104.5 | 103.0 |
| | | ----- Year-Over-Year, % Change ----- | | | | | Five-Year Averages | |
| | | 2022 | 2023 | 2024 | 2025 | 2026 | 2022-2026 | 2027-2031 |
| B. Real GDP | CONSENSUS | 3.2 | 2.5 | 2.3 | 2.2 | 2.1 | 2.4 | 2.1 |
| | Top 10 Average | 3.8 | 3.0 | 2.6 | 2.5 | 2.4 | 2.9 | 2.4 |
| | Bottom 10 Average | 2.6 | 2.1 | 1.9 | 1.9 | 1.8 | 2.1 | 1.8 |
| C. GDP Chained Price Index | CONSENSUS | 1.9 | 2.0 | 2.1 | 2.1 | 2.1 | 2.0 | 2.1 |
| | Top 10 Average | 2.2 | 2.3 | 2.3 | 2.3 | 2.3 | 2.3 | 2.3 |
| | Bottom 10 Average | 1.7 | 1.8 | 1.9 | 1.9 | 1.9 | 1.8 | 1.9 |
| D. Consumer Price Index | CONSENSUS | 2.1 | 2.2 | 2.2 | 2.1 | 2.2 | 2.1 | 2.2 |
| | Top 10 Average | 2.4 | 2.4 | 2.4 | 2.4 | 2.4 | 2.4 | 2.4 |
| | Bottom 10 Average | 1.8 | 1.9 | 1.9 | 1.9 | 1.9 | 1.9 | 1.9 |
| E. PCE Price Index | CONSENSUS | 1.9 | 2.0 | 2.1 | 2.1 | 2.1 | 2.0 | 2.1 |
| | Top 10 Average | 2.2 | 2.2 | 2.2 | 2.2 | 2.3 | 2.2 | 2.4 |
| | Bottom 10 Average | 1.7 | 1.8 | 1.9 | 1.9 | 1.9 | 1.8 | 1.9 |

Appendix A-5.2 (ScottMadden)

City of York
 Derivation of Mean Equity Risk Premium Based Studies
 Using Holding Period Returns and
Projected Market Appreciation of the S&P Utility Index

| <u>Line No.</u> | | <u>Implied Equity Risk Premium</u> |
|-----------------|---|--|
| | Equity Risk Premium based on S&P Utility Index Holding Period Returns (1): | |
| 1. | Historical Equity Risk Premium | 4.16 % |
| 2. | Regression of Historical Equity Risk Premium (2) | 6.45 |
| 3. | Forecasted Equity Risk Premium Based on PRPM (3) | 4.77 |
| 4. | Forecasted Equity Risk Premium based on Projected Total Return on the S&P Utilities Index (Value Line Data) (4) | 6.63 |
| 5. | Forecasted Equity Risk Premium based on Projected Total Return on the S&P Utilities Index (Bloomberg Data) (5) | <u>5.45</u> |
| 6. | Average Equity Risk Premium (6) | <u><u>5.49 %</u></u> |

- Notes:
- (1) Based on S&P Public Utility Index monthly total returns and Moody's Public Utility Bond average monthly yields from 1928-2020. Holding period returns are calculated based upon income received (dividends and interest) plus the relative change in the market value of a security over a one-year holding period.
 - (2) This equity risk premium is based on a regression of the monthly equity risk premiums of the S&P Utility Index relative to Moody's A2 rated public utility bond yields from 1928 - 2020 referenced in note 1 above.
 - (3) The Predictive Risk Premium Model (PRPM) is applied to the risk premium of the monthly total returns of the S&P Utility Index and the monthly yields on Moody's A2 rated public utility bonds from January 1928 - March 2021.
 - (4) Using data from Value Line for the S&P Utilities Index, an expected return of 10.49% was derived based on expected dividend yields and long-term growth estimates as a proxy for market appreciation. Subtracting the expected A2 rated public utility bond yield of 3.86%, calculated on line 3 of page 16 of this Appendix results in an equity risk premium of 6.63%. (10.49% - 3.86% = 6.63%)
 - (5) Using data from Bloomberg Professional Service for the S&P Utilities Index, an expected return of 9.31% was derived based on expected dividend yields and long-term growth estimates as a proxy for market appreciation. Subtracting the expected A2 rated public utility bond yield of 3.86%, calculated on line 3 of page 16 of this Appendix results in an equity risk premium of 5.45%. (9.31% - 3.86% = 5.45%)
 - (6) Average of lines 1 through 5.

Appendix A-5.2 (ScottMadden)

City of York
Indicated Common Equity Cost Rate Through Use
of the Traditional Capital Asset Pricing Model (CAPM) and Empirical Capital Asset Pricing Model (ECAPM)

| | [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] |
|--------------------------------------|--------------------------|-------------------------|--------------|-------------------------|--------------------|----------------------------|-----------------|---------------------------------------|
| Proxy Group of Eight Water Companies | Value Line Adjusted Beta | Bloomberg Adjusted Beta | Average Beta | Market Risk Premium (1) | Risk-Free Rate (2) | Traditional CAPM Cost Rate | ECAPM Cost Rate | Indicated Common Equity Cost Rate (3) |
| American States Water Company | 0.65 | 0.60 | 0.62 | 9.22 % | 2.73 % | 8.45 % | 9.32 % | 8.88 % |
| American Water Works Company, Inc. | 0.85 | 1.03 | 0.94 | 9.22 | 2.73 | 11.40 | 11.54 | 11.47 |
| Artesian Resources Corporation | 0.75 | 0.67 | 0.71 | 9.22 | 2.73 | 9.28 | 9.94 | 9.61 |
| California Water Service Group | 0.65 | 0.63 | 0.64 | 9.22 | 2.73 | 8.63 | 9.46 | 9.05 |
| Global Water Resources, Inc. | 0.75 | 0.88 | 0.81 | 9.22 | 2.73 | 10.20 | 10.64 | 10.42 |
| Middlesex Water Company | 0.70 | 0.79 | 0.74 | 9.22 | 2.73 | 9.55 | 10.15 | 9.85 |
| SJW Group | 0.85 | 0.95 | 0.90 | 9.22 | 2.73 | 11.03 | 11.26 | 11.14 |
| The York Water Company | 0.80 | 0.94 | 0.87 | 9.22 | 2.73 | 10.75 | 11.05 | 10.90 |
| Mean | | | <u>0.78</u> | | | <u>9.91 %</u> | <u>10.42 %</u> | <u>10.17 %</u> |
| Median | | | <u>0.78</u> | | | <u>9.88 %</u> | <u>10.39 %</u> | <u>10.14 %</u> |
| Average of Mean and Median | | | <u>0.78</u> | | | <u>9.90</u> | <u>10.41</u> | <u>10.16</u> |

Notes on page 27 of this Appendix.

Appendix A-5.2 (ScottMadden)

City of York

Notes to Accompany the Application of the CAPM and ECAPM

Notes:

- (1) The market risk premium (MRP) is derived by using six different measures from three sources: Ibbotson, Value Line, and Bloomberg as illustrated below:

Historical Data MRP Estimates:

Measure 1: Ibbotson Arithmetic Mean MRP (1926-2020)

| | |
|---|----------------------|
| Arithmetic Mean Monthly Returns for Large Stocks 1926-2020: | 12.20 % |
| Arithmetic Mean Income Returns on Long-Term Government Bonds: | <u>5.05</u> |
| MRP based on Ibbotson Historical Data: | <u><u>7.15</u></u> % |

Measure 2: Application of a Regression Analysis to Ibbotson Historical Data (1926-2020)

9.54 %

Measure 3: Application of the PRPM to Ibbotson Historical Data: (January 1926 - March 2021)

10.46 %

Value Line MRP Estimates:

Measure 4: Value Line Projected MRP (Thirteen weeks ending April 16, 2021)

| | |
|--|----------------------|
| Total projected return on the market 3-5 years hence*: | 8.24 % |
| Projected Risk-Free Rate (see note 2): | <u>2.73</u> |
| MRP based on Value Line Summary & Index: | <u><u>5.51</u></u> % |
| *Forecasted 3-5 year capital appreciation plus expected dividend yield | |

Measure 5: Value Line Projected Return on the Market based on the S&P 500

| | |
|--|-----------------------|
| Total return on the Market based on the S&P 500: | 14.10 % |
| Projected Risk-Free Rate (see note 2): | <u>2.73</u> |
| MRP based on Value Line data | <u><u>11.37</u></u> % |

Measure 6: Bloomberg Projected MRP

| | |
|--|-----------------------|
| Total return on the Market based on the S&P 500: | 14.01 % |
| Projected Risk-Free Rate (see note 2): | <u>2.73</u> |
| MRP based on Bloomberg data | <u><u>11.28</u></u> % |

Average of Value Line, Ibbotson, and Bloomberg MRP: 9.22 %

- (2) For reasons explained in the direct testimony, the appropriate risk-free rate for cost of capital purposes is the average forecast of 30 year Treasury Bonds per the consensus of nearly 50 economists reported in Blue Chip Financial Forecasts. (See pages 23-24 of this Appendix.) The projection of the risk-free rate is illustrated below:

| | |
|---------------------|----------------------|
| Second Quarter 2021 | 2.40 % |
| Third Quarter 2021 | 2.50 |
| Fourth Quarter 2021 | 2.50 |
| First Quarter 2022 | 2.60 |
| Second Quarter 2022 | 2.70 |
| Third Quarter 2022 | 2.70 |
| 2022-2026 | 2.80 |
| 2027-2031 | <u>3.60</u> |
| | <u><u>2.73</u></u> % |

- (3) Average of Column 6 and Column 7.

Sources of Information:

Value Line Summary and Index
 Blue Chip Financial Forecasts, April 1, 2021 and December 1, 2020
 Stocks, Bonds, Bills, and Inflation - 2021 SBBI Yearbook, John Wiley & Sons, Inc.
 Bloomberg Professional Services

Appendix A-5.2 (ScottMadden)

City of York

Basis of Selection of the Group of Non-Price Regulated Companies Comparable in Total Risk to the Utility Proxy Group

The criteria for selection of the Non-Price Regulated Proxy Group was that the non-price regulated companies be domestic and reported in Value Line Investment Survey (Standard Edition).

The Non-Price Regulated Proxy Group companies were then selected based on the unadjusted beta range of 0.43 – 0.75 and residual standard error of the regression range of 3.0062 – 3.5854 of the Utility Proxy Group.

These ranges are based upon plus or minus two standard deviations of the unadjusted beta and standard error of the regression. Plus or minus two standard deviations captures 95.50% of the distribution of unadjusted betas and residual standard errors of the regression.

The standard deviation of the Gas Utility Proxy Group's residual standard error of the regression is 0.1448. The standard deviation of the standard error of the regression is calculated as follows:

$$\text{Standard Deviation of the Std. Err. of the Regr.} = \frac{\text{Standard Error of the Regression}}{\sqrt{2N}}$$

where: N = number of observations. Since Value Line betas are derived from weekly price change observations over a period of five years, N = 259

$$\text{Thus, } 0.1448 = \frac{3.2958}{\sqrt{518}} = \frac{3.2958}{22.7596}$$

Source of Information: Value Line, Inc., September 2020
Value Line Investment Survey (Standard Edition)

Appendix A-5.2 (ScottMadden)

City of York
Basis of Selection of Comparable Risk
Domestic Non-Price Regulated Companies

| | [1] | [2] | [3] | [4] |
|--|---|----------------------------|--|---|
| <u>Proxy Group of Eight Water Companies</u> | <u>Value Line Adjusted Beta</u> | <u>Unadjusted Beta</u> | <u>Residual Standard Error of the Regression</u> | <u>Standard Deviation of Beta</u> |
| American States Water Company | 0.65 | 0.41 | 2.5967 | 0.0648 |
| American Water Works Company, Inc. | 0.85 | 0.75 | 3.1587 | 0.0788 |
| Artesian Resources Corporation | 0.75 | 0.57 | 3.3189 | 0.0828 |
| California Water Service Group | 0.65 | 0.45 | 3.1469 | 0.0785 |
| Global Water Resources, Inc. | 0.75 | 0.58 | 3.4912 | 0.0882 |
| Middlesex Water Company | 0.70 | 0.54 | 3.4491 | 0.0861 |
| SJW Group | 0.85 | 0.70 | 3.5640 | 0.0889 |
| The York Water Company | 0.80 | 0.69 | 3.6408 | 0.0908 |
| Average | <u>0.75</u> | <u>0.59</u> | <u>3.2958</u> | <u>0.0824</u> |
| Beta Range (+/- 2 std. Devs. of Beta) | 0.43 | 0.75 | | |
| 2 std. Devs. of Beta | 0.16 | | | |
| Residual Std. Err. Range (+/- 2 std. Devs. of the Residual Std. Err.) | 3.0062 | 3.5854 | | |
| Std. dev. of the Res. Std. Err. | 0.1448 | | | |
| 2 std. devs. of the Res. Std. Err. | 0.2896 | | | |

Source of Information: Valueline Proprietary Database, March 2021

Appendix A-5.2 (ScottMadden)

City of York

Proxy Group of Non-Price Regulated Companies

Comparable in Total Risk to the

Proxy Group of Eight Water Companies

| | [1] | [2] | [3] | [4] |
|--|-------------------------|------------------------|--|-----------------------------------|
| <u>Proxy Group of Twenty Non-Price Regulated Companies</u> | <u>VL Adjusted Beta</u> | <u>Unadjusted Beta</u> | <u>Residual Standard Error of the Regression</u> | <u>Standard Deviation of Beta</u> |
| Adobe, Inc. | 0.75 | 0.61 | 3.2593 | 0.0813 |
| Balchem Corporation | 0.70 | 0.54 | 3.5216 | 0.0879 |
| Bio-Rad Labs | 0.75 | 0.58 | 3.2201 | 0.0804 |
| CSG Systems Int'l | 0.75 | 0.60 | 3.1995 | 0.0798 |
| Citrix Sys. | 0.70 | 0.47 | 3.4840 | 0.0869 |
| Dollar General Corporation | 0.65 | 0.46 | 3.1921 | 0.0797 |
| Ennis, Inc. | 0.80 | 0.66 | 3.3410 | 0.0834 |
| Heartland Express | 0.70 | 0.54 | 3.0069 | 0.0750 |
| Intel Corp. | 0.80 | 0.67 | 3.5783 | 0.0893 |
| Keysight Technologies | 0.85 | 0.73 | 3.5026 | 0.0874 |
| Lancaster Colony Corp. | 0.70 | 0.50 | 3.0103 | 0.0751 |
| Lilly (Eli) | 0.75 | 0.59 | 3.0669 | 0.0765 |
| Smucker (J.M.) | 0.65 | 0.45 | 3.0463 | 0.0760 |
| Schneider National, Inc. | 0.80 | 0.65 | 3.4534 | 0.0894 |
| Bio-Techne Corp. | 0.80 | 0.67 | 3.2475 | 0.0810 |
| Tyler Technologies | 0.75 | 0.56 | 3.2350 | 0.0807 |
| United Parcel Serv. | 0.80 | 0.63 | 3.0112 | 0.0751 |
| Walgreens Boots Alliance | 0.85 | 0.71 | 3.4851 | 0.0870 |
| Werner Enterprises | 0.75 | 0.58 | 3.3887 | 0.0846 |
| West Pharmaceutical Services Inc | 0.85 | 0.70 | 3.1887 | 0.0796 |
| Average | <u>0.76</u> | <u>0.60</u> | <u>3.2719</u> | <u>0.0818</u> |
| Proxy Group of Eight Water Companies | <u>0.75</u> | <u>0.59</u> | <u>3.2958</u> | <u>0.0824</u> |

Source of Information:

Valueline Proprietary Database, March 2021

Appendix A-5.2 (ScottMadden)

City of York

Summary of Cost of Equity Models Applied to Proxy Group of Twenty Non-Price Regulated Companies Comparable in Total Risk to the Proxy Group of Eight Water Companies

| <u>Principal Methods</u> | <u>Proxy Group of Twenty Non- Price Regulated Companies</u> |
|--|---|
| Discounted Cash Flow Model (DCF) (1) | 11.75 % |
| Risk Premium Model (RPM) (2) | 10.58 |
| Capital Asset Pricing Model (CAPM) (3) | <u>10.02</u> |
| | Mean <u>10.78 %</u> |
| | Median <u>10.58 %</u> |
| | Average of Mean and Median <u>10.68 %</u> |

Notes:

- (1) From page 32 of this Appendix.
- (2) From page 33 of this Appendix.
- (3) From page 36 of this Appendix.

Appendix A-5.2 (ScottMadden)

City of York DCF Results for the Proxy Group of Non-Price-Regulated Companies Comparable in Total Risk to the Proxy Group of Eight Water Companies

| | [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] |
|---|------------------------|--|---|--|---|--|-------------------------|---------------------------------------|
| Proxy Group of Twenty Non-Price Regulated Companies | Average Dividend Yield | Value Line Projected Five Year Growth in EPS | Zack's Five Year Projected Growth Rate in EPS | Yahoo! Finance Projected Five Year Growth in EPS | Bloomberg Projected Five Year Growth in EPS | Average Projected Five Year Growth Rate in EPS | Adjusted Dividend Yield | Indicated Common Equity Cost Rate (1) |
| | % | % | % | % | % | % | % | % |
| Adobe, Inc. | - | 14.00 | 18.30 | 17.50 | 17.17 | 16.74 | - | NA |
| Balchem Corporation | 0.48 | 13.50 | NA | 24.00 | 7.93 | 15.14 | 0.52 | 15.66 |
| Bio-Rad Labs | - | 11.50 | NA | 17.80 | 28.75 | 19.35 | - | NA |
| CSG Systems Int'l | 2.15 | 10.00 | NA | NMF | NA | 10.00 | 2.26 | 12.26 |
| Citrix-Sys. | 1.09 | 9.00 | 13.00 | 11.85 | 9.60 | 10.86 | 1.15 | 12.01 |
| Dollar General Corporation | 0.85 | 13.00 | 10.80 | 13.57 | 10.57 | 11.99 | 0.90 | 12.89 |
| Ennis, Inc. | 4.44 | 3.00 | NA | 5.00 | NA | 4.00 | 4.53 | 8.53 |
| Heartland Express | 0.42 | 10.00 | NA | 12.50 | NA | 11.25 | 0.44 | 11.69 |
| Intel Corp. | 2.25 | 7.00 | 7.50 | 5.43 | 5.48 | 6.35 | 2.32 | 8.67 |
| Keysight Technologies | - | 17.00 | 10.40 | 12.41 | 10.41 | 12.56 | - | NA |
| Lancaster Colony Corp. | 1.67 | 6.50 | NA | 3.00 | NA | 4.75 | 1.71 | 6.46 |
| Lilly (Eli) | 1.73 | 9.00 | 12.20 | 11.60 | NA | 10.93 | 1.82 | 12.75 |
| Smucker (JM) | 2.98 | 4.00 | 1.60 | NMF | 1.65 | 2.42 | 3.02 | 5.44 |
| Schneider National, Inc. | 1.17 | 2.50 | 14.00 | 15.02 | 14.48 | 11.50 | 1.24 | 12.74 |
| Bio-Techne Corp. | 0.34 | 12.50 | 15.00 | 15.00 | 19.03 | 15.38 | 0.37 | 15.75 |
| Tyler Technologies | - | 10.50 | NA | 10.00 | 20.15 | 13.55 | - | NA |
| United Parcel Serv. | 2.48 | 8.00 | 8.70 | 10.06 | 8.04 | 8.70 | 2.59 | 11.29 |
| Walgreens Boots Alliance | 3.66 | 6.00 | 6.80 | 3.63 | 4.74 | 5.29 | 3.76 | 9.05 |
| Werner Enterprises | 0.89 | 9.50 | 10.00 | 11.49 | 9.52 | 10.13 | 0.94 | 11.07 |
| West Pharmaceutical Services Inc | 0.24 | 17.00 | 22.60 | 22.60 | 17.21 | 19.85 | 0.26 | 20.11 |
| | | | | | | | Mean | 11.65 |
| | | | | | | | Median | 11.85 |
| | | | | | | Average of Mean and Median | | 11.75 |

NA= Not Available
NMF= Not Meaningful Figure

(1) The application of the DCF model to the domestic, non-price regulated comparable risk companies is identical to the application of the DCF to the utility proxy group. The dividend yield is derived by using the 60 day average price and the spot indicated dividend as of April 16, 2021. The dividend yield is then adjusted by 1/2 the average projected growth rate in EPS, which is calculated by averaging the 5 year projected growth in EPS provided by Value Line, Bloomberg, www.zacks.com, and www.yahoo.com (excluding any negative growth rates) and then adding that growth rate to the adjusted dividend yield.

Source of Information:
Value Line Investment Survey
www.zacks.com Downloaded on 04/16/2021
www.yahoo.com Downloaded on 04/16/2021
Bloomberg Professional Services

Appendix A-5.2 (ScottMadden)

City of York
 Indicated Common Equity Cost Rate
 Through Use of a Risk Premium Model
Using an Adjusted Total Market Approach

| <u>Line No.</u> | | <u>Proxy Group of Twenty Non-Price Regulated Companies</u> |
|-----------------|---|--|
| 1. | Prospective Yield on Baa2 Rated Corporate Bonds (1) | 4.36 % |
| 2. | Adjustment to Reflect Proxy Group Bond Rating (2) | <u>(0.13)</u> |
| 3. | Prospective Bond Yield Applicable to the Non-Price Regulated Proxy Group | 4.23 |
| 4. | Equity Risk Premium (3) | <u>6.35</u> |
| 5. | Risk Premium Derived Common Equity Cost Rate | <u><u>10.58 %</u></u> |

Notes: (1) Average forecast of Baa2 corporate bonds based upon the consensus of nearly 50 economists reported in Blue Chip Financial Forecasts dated April 1, 2021 and December 1, 2020 (see pages 23 and 24 of this Appendix). The estimates are detailed below.

| | |
|---------------------|----------------------|
| Second Quarter 2021 | 3.90 % |
| Third Quarter 2021 | 4.00 |
| Fourth Quarter 2021 | 4.10 |
| First Quarter 2022 | 4.20 |
| Second Quarter 2022 | 4.30 |
| Third Quarter 2022 | 4.40 |
| 2022-2026 | 4.60 |
| 2027-2031 | <u>5.40</u> |
| Average | <u><u>4.36 %</u></u> |

(2) To reflect the Baa1 average rating of the Non-Price Regulated Proxy Group, the prospective yield on Baa2 corporate bonds must be adjusted downward by 1/3 of the spread between A2 and Baa2 corporate bond yields as shown below:

| | A2 Corp. Bond Yield | | Baa2 Corp. Bond Yield | | Spread | |
|----------|------------------------|--|--------------------------|--|----------------------|--|
| Mar-2021 | 3.37 % | | 3.74 % | | 0.37 % | |
| Feb-2021 | 3.03 | | 3.42 | | 0.39 | |
| Jan-2021 | 2.84 | | 3.24 | | <u>0.40</u> | |
| | Average yield spread | | | | <u><u>0.39 %</u></u> | |
| | 1/3 of spread | | | | <u><u>0.13 %</u></u> | |

(3) From page 35 of this Appendix.

Appendix A-5.2 (ScottMadden)

City of York
 Comparison of Long-Term Issuer Ratings for the
 Proxy Group of Twenty Non-Price Regulated Companies of Comparable risk to the
Proxy Group of Eight Water Companies

| Proxy Group of Twenty Non-Price Regulated Companies | Moody's Long-Term Issuer Rating April 2021 | | Standard & Poor's Long-Term Issuer Rating April 2021 | |
|---|--|-------------------------------|--|-------------------------------|
| | Long-Term Issuer Rating | Numerical Weighting (1) | Long-Term Issuer Rating | Numerical Weighting (1) |
| Adobe, Inc. | A2 | 6.0 | A | 6.0 |
| Balchem Corporation | NA | -- | NA | -- |
| Bio-Rad Labs | Baa2 | 9.0 | BBB | 9.0 |
| CSG Systems Int'l | NA | -- | BB+ | 11.0 |
| Citrix Sys. | Baa3 | 10.0 | BBB | 9.0 |
| Dollar General Corporation | Baa2 | 9.0 | BBB | 9.0 |
| Ennis, Inc. | NA | -- | NA | -- |
| Heartland Express | NA | -- | NA | -- |
| Intel Corp. | A1 | 5.0 | A+ | 5.0 |
| Keysight Technologies | Baa2 | 9.0 | BBB | 9.0 |
| Lancaster Colony Corp. | NA | -- | NA | -- |
| Lilly (Eli) | A2 | 6.0 | A+ | 5.0 |
| Smucker (J.M.) | Baa2 | 9.0 | BBB | 9.0 |
| Schneider National, Inc. | NA | -- | NA | -- |
| Bio-Techne Corp. | NA | -- | NA | -- |
| Tyler Technologies | NA | -- | NA | -- |
| United Parcel Serv. | A2 | 6.0 | A- | 7.0 |
| Walgreens Boots Alliance | Baa2 | 9.0 | BBB | 9.0 |
| Werner Enterprises | NA | -- | NA | -- |
| West Pharmaceutical Services Inc | NA | -- | NA | -- |
| Average | Baa1 | 7.8 | BBB+ | 8.0 |

Notes:

(1) From page 19 of this Appendix.

Source of Information:

Bloomberg Professional Services

Appendix A-5.2 (ScottMadden)

City of York
 Derivation of Equity Risk Premium Based on the Total Market Approach
 Using the Beta for
 Proxy Group of Twenty Non-Price Regulated Companies of Comparable risk to the
Proxy Group of Eight Water Companies

| <u>Line No.</u> | <u>Equity Risk Premium Measure</u> | <u>Proxy Group of Twenty Non-Price Regulated Companies</u> |
|---|---|--|
| <u>Ibbotson-Based Equity Risk Premiums:</u> | | |
| 1. | Ibbotson Equity Risk Premium (1) | 5.92 % |
| 2. | Regression on Ibbotson Risk Premium Data (2) | 8.83 |
| 3. | Ibbotson Equity Risk Premium based on PRPM (3) | 9.40 |
| 4. | Equity Risk Premium Based on <u>Value Line</u> Summary and Index (4) | 4.80 |
| 5 | Equity Risk Premium Based on <u>Value Line</u> S&P 500 Companies (5) | 10.66 |
| 6. | Equity Risk Premium Based on Bloomberg S&P 500 Companies (6) | 10.57 |
| 7. | Conclusion of Equity Risk Premium | 8.36 % |
| 8. | Adjusted Beta (7) | 0.76 |
| 9. | Forecasted Equity Risk Premium | 6.35 % |

Notes:

- (1) From note 1 of page 22 of this Appendix.
- (2) From note 2 of page 22 of this Appendix.
- (3) From note 3 of page 22 of this Appendix.
- (4) From note 4 of page 22 of this Appendix.
- (5) From note 5 of page 22 of this Appendix.
- (6) From note 6 of page 22 of this Appendix.
- (7) Average of mean and median beta from page 36 of this Appendix.

Sources of Information:

Stocks, Bonds, Bills, and Inflation - 2021 SBBI Yearbook, John Wiley & Sons, Inc.
Value Line Summary and Index
 Blue Chip Financial Forecasts, April 1, 2021 and December 1, 2020
 Bloomberg Professional Services

Appendix A-5.2 (ScottMadden)

City of York
 Traditional CAPM and ECAPM Results for the Proxy Group of Non-Price-Regulated Companies Comparable in Total Risk to the
 Proxy Group of Eight Water Companies

| | [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] |
|---|--------------------------|----------------|--------------|-------------------------|--------------------|----------------------------|-----------------|---------------------------------------|
| Proxy Group of Twenty Non-Price Regulated Companies | Value Line Adjusted Beta | Bloomberg Beta | Average Beta | Market Risk Premium (1) | Risk-Free Rate (2) | Traditional CAPM Cost Rate | ECAPM Cost Rate | Indicated Common Equity Cost Rate (3) |
| Adobe, Inc. | 0.75 | 0.87 | 0.81 | 9.22 % | 2.73 % | 10.20 % | 10.64 % | 10.42 % |
| Balchem Corporation | 0.70 | 0.73 | 0.71 | 9.22 | 2.73 | 9.28 | 9.94 | 9.61 |
| Bio-Rad Labs | 0.75 | 0.70 | 0.72 | 9.22 | 2.73 | 9.37 | 10.01 | 9.69 |
| CSG Systems Int'l | 0.75 | 0.91 | 0.83 | 9.22 | 2.73 | 10.38 | 10.77 | 10.58 |
| Citrix Sys. | 0.70 | 0.61 | 0.66 | 9.22 | 2.73 | 8.82 | 9.60 | 9.21 |
| Dollar General Corporation | 0.70 | 0.67 | 0.69 | 9.22 | 2.73 | 9.09 | 9.81 | 9.45 |
| Ennis, Inc. | 0.80 | 0.82 | 0.81 | 9.22 | 2.73 | 10.20 | 10.64 | 10.42 |
| Heartland Express | 0.70 | 0.76 | 0.73 | 9.22 | 2.73 | 9.46 | 10.08 | 9.77 |
| Intel Corp. | 0.80 | 0.97 | 0.89 | 9.22 | 2.73 | 10.94 | 11.19 | 11.06 |
| Keysight Technologies | 0.85 | 0.79 | 0.82 | 9.22 | 2.73 | 10.29 | 10.71 | 10.50 |
| Lancaster Colony Corp. | 0.70 | 0.71 | 0.71 | 9.22 | 2.73 | 9.28 | 9.94 | 9.61 |
| Lilly (Eli) | 0.75 | 0.72 | 0.74 | 9.22 | 2.73 | 9.55 | 10.15 | 9.85 |
| Smucker (J.M.) | 0.65 | 0.51 | 0.58 | 9.22 | 2.73 | 8.08 | 9.05 | 8.56 |
| Schneider National, Inc. | 0.80 | 0.72 | 0.76 | 9.22 | 2.73 | 9.74 | 10.29 | 10.01 |
| Bio-Techne Corp. | 0.80 | 0.92 | 0.86 | 9.22 | 2.73 | 10.66 | 10.98 | 10.82 |
| Tyler Technologies | 0.75 | 0.75 | 0.75 | 9.22 | 2.73 | 9.65 | 10.22 | 9.93 |
| United Parcel Serv. | 0.80 | 0.85 | 0.83 | 9.22 | 2.73 | 10.38 | 10.77 | 10.58 |
| Walgreens Boots Alliance | 0.75 | 0.80 | 0.78 | 9.22 | 2.73 | 9.92 | 10.43 | 10.18 |
| Werner Enterprises | 0.75 | 0.78 | 0.76 | 9.22 | 2.73 | 9.74 | 10.29 | 10.01 |
| West Pharmaceutical Services Inc | 0.85 | 0.76 | 0.80 | 9.22 | 2.73 | 10.11 | 10.57 | 10.34 |
| Mean | | | <u>0.76</u> | | | <u>9.76 %</u> | <u>10.30 %</u> | <u>10.03 %</u> |
| Median | | | <u>0.76</u> | | | <u>9.74 %</u> | <u>10.29 %</u> | <u>10.01 %</u> |
| Average of Mean and Median | | | <u>0.76</u> | | | <u>9.75 %</u> | <u>10.30 %</u> | <u>10.02 %</u> |

Notes:

- (1) From page 27 of this Appendix, note 1.
- (2) From page 27 of this Appendix, note 2.
- (3) Average of CAPM and ECAPM cost rates.

Appendix A-5.2 (ScottMadden)

City of York

Conclusion of Value using the Cost Approach

| [1] Asset | [2] Original Cost | [3] Accumulated Depreciation | [4] Net Book Value | [5] Trended Original Cost Less Depreciation |
|----------------------------|---------------------------------|--|--|---|
| Wastewater Treatment Plant | \$ 121,437,327 | \$ 58,719,090 | \$ 62,718,237 | \$ 110,508,979 |
| Sewer House Connections | 2,039,892 | 1,817,495 | 222,396 | 269,524 |
| Manholes | 5,351,534 | 2,548,324 | 2,803,210 | 7,329,211 |
| Pipes | 26,712,768 | 10,371,719 | 16,341,049 | 42,466,195 |
| Pumping | 199,380 | 151,849 | 47,530 | 203,215 |
| Real Estate | 134,875 | - | 134,875 | 134,875 |
| Total | \$ 155,875,775 | \$ 73,608,478 | \$ 82,267,297 | \$ 160,911,998 |

Appendix A-5.2 (ScottMadden)

City of York
Indicated Value for the Wastewater Treatment Plant

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost | Useful Life | Average Age | Accumulated Depreciation | Net Book Value | Handy Whitman In-Service | Handy Whitman Current | Handy Whitman Ratio | Trended Original Cost Less Depreciation |
|---|----------------------|----------------|-------------------|-----------------------|-------------|-------------|--------------------------|-----------------------|--------------------------|-----------------------|---------------------|---|
| 354.40 | 5000 Amp Bus | 2016 | Lot | \$55,289.54 | 50.00 | 5 | \$5,528.95 | \$49,760.59 | 661.3 | 762 | 1.15 | \$57,342.26 |
| | Total items | 2 | | \$114,615.14 | | | \$9,088.49 | \$105,526.65 | | | | \$117,702.69 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York40 - Substation #3 | | | | | | | | | | | | |
| 354.40 | Electrical Wiring | 2020 | Lot | \$439,802.40 | 50.00 | 1 | \$8,796.05 | \$431,006.35 | 735.3 | 762 | 1.04 | \$446,687.30 |
| 354.40 | Electrical Equipment | 2020 | Lot | \$1,036,604.40 | 50.00 | 1 | \$20,732.09 | \$1,015,872.31 | 735.3 | 762 | 1.04 | \$1,052,831.96 |
| | Total items | 2 | | \$1,476,406.80 | | | \$29,528.14 | \$1,446,878.66 | | | | \$1,499,519.27 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York41 - Substation #4 | | | | | | | | | | | | |
| 354.40 | Electrical Wiring | 1989 | Lot | \$19,408.80 | 50.00 | 32 | \$12,421.63 | \$6,987.17 | 265.3 | 762 | 2.87 | \$20,072.47 |
| 354.40 | Electrical Equipment | 1989 | Lot | \$275,292.00 | 50.00 | 32 | \$176,186.88 | \$99,105.12 | 265.3 | 762 | 2.87 | \$284,705.38 |
| 354.40 | Electrical Equipment | 1996 | Lot | \$3,200.40 | 50.00 | 25 | \$1,600.20 | \$1,600.20 | 321.0 | 762 | 2.37 | \$3,798.61 |
| | Total items | 3 | | \$297,901.20 | | | \$190,208.71 | \$107,692.49 | | | | \$308,576.45 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York42 - Primary Clarifier & Train 2 Scum Boxes | | | | | | | | | | | | |
| 354.40 | Structure | 1991 | Lot | \$48,717.38 | 50.00 | 30 | \$29,230.43 | \$19,486.95 | 274.0 | 762 | 2.78 | \$54,193.64 |
| 354.40 | Structure | 1981 | Lot | \$30,601.20 | 50.00 | 40 | \$24,480.96 | \$6,120.24 | 191.0 | 762 | 3.99 | \$24,416.87 |
| 380.15 | Process Equipment | 1991 | Lot | \$48,574.44 | 25.00 | 30 | \$48,574.44 | \$0.00 | 321.5 | 922 | 2.87 | \$0.00 |
| 380.15 | Process Equipment | 1981 | Lot | \$3,240.00 | 25.00 | 40 | \$3,240.00 | \$0.00 | 208.0 | 922 | 4.43 | \$0.00 |
| 354.40 | Piping | 1991 | Lot | \$8,666.64 | 50.00 | 30 | \$5,199.98 | \$3,466.66 | 274.0 | 762 | 2.78 | \$9,640.85 |
| 354.40 | Piping | 1981 | Lot | \$6,435.60 | 50.00 | 40 | \$5,148.48 | \$1,287.12 | 191.0 | 762 | 3.99 | \$5,135.00 |
| 354.40 | Electrical Wiring | 1991 | Lot | \$4,030.43 | 50.00 | 30 | \$2,418.26 | \$1,612.17 | 274.0 | 762 | 2.78 | \$4,483.48 |
| 354.40 | Electrical Wiring | 1981 | Lot | \$536.40 | 50.00 | 40 | \$429.12 | \$107.28 | 191.0 | 762 | 3.99 | \$428.00 |
| 354.40 | Electrical Equipment | 1991 | Lot | \$2,556.00 | 50.00 | 30 | \$1,533.60 | \$1,022.40 | 274.0 | 762 | 2.78 | \$2,843.32 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$20,169.60 | 50.00 | 40 | \$16,135.68 | \$4,033.92 | 191.0 | 762 | 3.99 | \$16,093.44 |
| 380.15 | Process Equipment | 2010 | Lot | \$35,640.00 | 25.00 | 11 | \$15,681.60 | \$19,958.40 | 637.3 | 922 | 1.45 | \$28,976.65 |
| 354.40 | Piping | 2010 | Lot | \$1,440.00 | 50.00 | 11 | \$316.80 | \$1,123.20 | 559.8 | 762 | 1.36 | \$1,529.04 |
| 354.40 | Structure | 2010 | Lot | \$6,984.00 | 50.00 | 11 | \$1,536.48 | \$5,447.52 | 559.8 | 762 | 1.36 | \$7,415.83 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$2,628.00 | 50.00 | 11 | \$578.16 | \$2,049.84 | 559.8 | 762 | 1.36 | \$2,790.49 |
| | Total items | 14 | | \$220,219.69 | | | \$154,503.99 | \$65,715.70 | | | | \$157,846.61 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York43 - T3 Remote Scum Box #1, 2 & 3 | | | | | | | | | | | | |
| 354.40 | Structure | 1988 | Lot | \$56,400.00 | 50.00 | 33 | \$37,224.00 | \$19,176.00 | 251.3 | 762 | 3.03 | \$58,157.66 |
| 380.15 | Process Equipment | 2019 | Lot | \$52,800.00 | 25.00 | 2 | \$4,224.00 | \$48,576.00 | 846.8 | 922 | 1.09 | \$52,892.91 |
| 354.40 | Piping | 1988 | Lot | \$13,200.00 | 50.00 | 33 | \$8,712.00 | \$4,488.00 | 251.3 | 762 | 3.03 | \$13,611.37 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$5,348.40 | 50.00 | 33 | \$3,529.94 | \$1,818.46 | 251.3 | 762 | 3.03 | \$5,515.08 |
| 354.40 | Electrical Equipment | 1988 | Lot | \$1,200.00 | 50.00 | 33 | \$792.00 | \$408.00 | 251.3 | 762 | 3.03 | \$1,237.40 |
| 380.15 | Scum Pump | 2014 | Lot | \$11,815.20 | 25.00 | 7 | \$3,308.26 | \$8,506.94 | 724.8 | 922 | 1.27 | \$10,822.22 |
| | Total items | 6 | | \$140,763.60 | | | \$57,790.20 | \$82,973.40 | | | | \$142,236.63 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York44 - Train 3 Control Scum Box | | | | | | | | | | | | |
| 354.40 | Structure | 1988 | Lot | \$15,600.00 | 50.00 | 33 | \$10,296.00 | \$5,304.00 | 251.3 | 762 | 3.03 | \$16,086.16 |
| 380.15 | Process Equipment | 1988 | Lot | \$18,000.00 | 25.00 | 33 | \$18,000.00 | \$0.00 | 285.8 | 922 | 3.23 | \$0.00 |
| 354.40 | Piping | 1988 | Lot | \$8,400.00 | 50.00 | 33 | \$5,544.00 | \$2,856.00 | 251.3 | 762 | 3.03 | \$8,661.78 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$3,082.80 | 50.00 | 33 | \$2,034.65 | \$1,048.15 | 251.3 | 762 | 3.03 | \$3,178.87 |
| 354.40 | Electrical Equipment | 1988 | Lot | \$1,200.00 | 50.00 | 33 | \$792.00 | \$408.00 | 251.3 | 762 | 3.03 | \$1,237.40 |
| | Total items | 5 | | \$46,282.80 | | | \$36,666.65 | \$9,616.15 | | | | \$29,164.21 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York45 - Train 3 Decant Grinder Pump Station | | | | | | | | | | | | |
| 354.40 | Structure | 1988 | Lot | \$12,000.00 | 50.00 | 33 | \$7,920.00 | \$4,080.00 | 251.3 | 762 | 3.03 | \$12,373.97 |
| 380.00 | Process Equipment | 1988 | Lot | \$4,800.00 | 25.00 | 33 | \$4,800.00 | \$0.00 | 285.8 | 922 | 3.23 | \$0.00 |
| 380.00 | Gorman Rupp Pump | 2002 | Ea. | \$4,200.00 | 25.00 | 19 | \$3,192.00 | \$1,008.00 | 443.3 | 922 | 2.08 | \$2,096.73 |
| 354.40 | Electrical Wiring | 1988 | Lot | \$2,677.20 | 50.00 | 33 | \$1,766.95 | \$910.25 | 251.3 | 762 | 3.03 | \$2,760.63 |
| 354.40 | Electrical Equipment | 1988 | Lot | \$1,200.00 | 50.00 | 33 | \$792.00 | \$408.00 | 251.3 | 762 | 3.03 | \$1,237.40 |
| | Total items | 5 | | \$24,877.20 | | | \$18,470.95 | \$6,406.25 | | | | \$18,468.73 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York46 - Cascade | | | | | | | | | | | | |
| 354.40 | Structure | 1981 | Lot | \$97,988.40 | 50.00 | 40 | \$78,390.72 | \$19,597.68 | 191.0 | 762 | 3.99 | \$78,185.51 |
| 380.00 | Process Equipment | 1981 | Lot | \$8,932.80 | 25.00 | 40 | \$8,932.80 | \$0.00 | 208.0 | 922 | 4.43 | \$0.00 |
| 354.40 | Piping | 1981 | Lot | \$16,326.00 | 50.00 | 40 | \$13,060.80 | \$3,265.20 | 191.0 | 762 | 3.99 | \$13,026.61 |
| 354.40 | Electrical Equipment | 1981 | Lot | \$2,162.40 | 50.00 | 40 | \$1,729.92 | \$432.48 | 191.0 | 762 | 3.99 | \$1,725.39 |
| | Total items | 4 | | \$125,409.60 | | | \$102,114.24 | \$23,295.36 | | | | \$92,937.51 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York47 - Train 2 Effluent Pumping Station | | | | | | | | | | | | |
| 354.40 | Structure | 1990 | Lot | \$289,792.80 | 50.00 | 31 | \$179,671.54 | \$110,121.26 | 270.8 | 762 | 2.81 | \$309,925.77 |
| 380.00 | Process Equipment | 2019 | Lot | \$669,754.80 | 25.00 | 2 | \$53,580.38 | \$616,174.42 | 846.8 | 922 | 1.09 | \$670,933.35 |
| 354.40 | Electrical Wiring | 1990 | Lot | \$7,491.60 | 50.00 | 31 | \$4,644.79 | \$2,846.81 | 270.8 | 762 | 2.81 | \$8,012.07 |
| 354.40 | Electrical Equipment | 1990 | Lot | \$2,931.60 | 50.00 | 31 | \$1,817.59 | \$1,114.01 | 270.8 | 762 | 2.81 | \$3,135.27 |
| 380.00 | Process Equipment | 2010 | Lot | \$168,330.00 | 25.00 | 11 | \$74,065.20 | \$94,264.80 | 637.3 | 922 | 1.45 | \$136,386.26 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$1,620.00 | 50.00 | 11 | \$356.40 | \$1,263.60 | 559.8 | 762 | 1.36 | \$1,720.17 |
| | Total items | 6 | | \$1,139,920.80 | | | \$314,135.90 | \$825,784.90 | | | | \$1,130,112.89 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York48 - Train 2 Effluent Bypass Chambers | | | | | | | | | | | | |
| 354.40 | Structure | 1990 | Lot | \$5,576.40 | 50.00 | 31 | \$3,457.37 | \$2,119.03 | 270.8 | 762 | 2.81 | \$5,963.81 |
| 354.40 | Piping | 1990 | Lot | \$232.80 | 50.00 | 31 | \$144.34 | \$88.46 | 270.8 | 762 | 2.81 | \$248.97 |
| 354.40 | Electrical Wiring | 1990 | Lot | \$2,281.20 | 50.00 | 31 | \$1,414.34 | \$866.86 | 270.8 | 762 | 2.81 | \$2,439.68 |
| 354.40 | Structure | 2003 | Lot | \$79,167.60 | 50.00 | 18 | \$28,500.34 | \$50,667.26 | 393.5 | 762 | 1.94 | \$98,115.52 |
| | Total items | 4 | | \$87,258.00 | | | \$33,516.38 | \$53,741.62 | | | | \$106,767.98 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York49 - Ground Water Well #2 | | | | | | | | | | | | |
| 354.40 | Structure | 1954 | Lot | \$939.60 | 50.00 | 67 | \$939.60 | \$0.00 | 41.0 | 762 | 18.59 | \$0.00 |
| 354.40 | Structure | 1991 | Lot | \$12,000.00 | 50.00 | 30 | \$7,200.00 | \$4,800.00 | 274.0 | 762 | 2.78 | \$13,348.91 |
| 354.40 | Electrical Wiring | 1991 | Lot | \$2,106.00 | 50.00 | 30 | \$1,263.60 | \$842.40 | 274.0 | 762 | 2.78 | \$2,342.73 |
| | Total items | 3 | | \$15,045.60 | | | \$9,403.20 | \$5,642.40 | | | | \$15,691.64 |

Appendix A-5.2 (ScottMadden)

City of York
Indicated Value for the Wastewater Treatment Plant

| Acct No. | Item | Year Installed | Quantity Unit No. | Original Cost | Useful Life | Average Age | Accumulated Depreciation | Net Book Value | Handy Whitman In-Service | Handy Whitman Current | Handy Whitman Ratio | Trended Original Cost Less Depreciation |
|---|-------------------------------|----------------|-------------------|-------------------------|-------------|-------------|--------------------------|------------------------|--------------------------|-----------------------|---------------------|---|
| 354.40 | Piping | 2003 | Lot | \$38,514.00 | 50.00 | 18 | \$13,865.04 | \$24,648.96 | 393.5 | 762 | 1.94 | \$47,731.91 |
| 354.40 | Paving | 2003 | Lot | \$9,360.00 | 50.00 | 18 | \$3,369.60 | \$5,990.40 | 393.5 | 762 | 1.94 | \$11,600.22 |
| 380.00 | Equipment | 2003 | Lot | \$5,640.00 | 25.00 | 18 | \$4,060.80 | \$1,579.20 | 451.8 | 922 | 2.04 | \$3,223.07 |
| 354.40 | Paving | 2005 | Lot | \$42,006.00 | 50.00 | 16 | \$13,441.92 | \$28,564.08 | 448.0 | 762 | 1.70 | \$48,594.44 |
| 354.40 | Structure | 2005 | Lot | \$10,092.00 | 50.00 | 16 | \$3,229.44 | \$6,862.56 | 448.0 | 762 | 1.70 | \$11,672.48 |
| 354.40 | Electric Equip | 2005 | Lot | \$4,368.00 | 50.00 | 16 | \$1,397.76 | \$2,970.24 | 448.0 | 762 | 1.70 | \$5,052.06 |
| 354.40 | Hot Water Piping | 2006 | Lot | \$58,800.00 | 50.00 | 15 | \$17,640.00 | \$41,160.00 | 466.3 | 762 | 1.63 | \$67,268.46 |
| 380.00 | Process Equipment | 2008 | Lot | \$45,423.60 | 25.00 | 13 | \$23,620.27 | \$21,803.33 | 586.0 | 922 | 1.57 | \$34,304.89 |
| 354.40 | Piping | 2008 | Lot | \$18,000.00 | 50.00 | 13 | \$4,680.00 | \$13,320.00 | 538.3 | 762 | 1.42 | \$18,857.11 |
| 354.40 | Paving | 2008 | Lot | \$12,000.00 | 50.00 | 13 | \$3,120.00 | \$8,880.00 | 538.3 | 762 | 1.42 | \$12,571.41 |
| 394.00 | Isco Samplers | 2009 | Ea. | \$11,904.00 | 10.00 | 12 | \$11,904.00 | \$0.00 | 140.1 | 165.8 | 1.18 | \$0.00 |
| 354.40 | Piping | 2010 | Lot | \$150,868.80 | 50.00 | 11 | \$33,191.14 | \$117,677.66 | 559.8 | 762 | 1.36 | \$160,197.20 |
| 354.40 | Paving | 2010 | Lot | \$123,598.80 | 50.00 | 11 | \$27,191.74 | \$96,407.06 | 559.8 | 762 | 1.36 | \$131,241.06 |
| 354.40 | Electrical Wiring | 2010 | Lot | \$155,920.80 | 50.00 | 11 | \$34,302.58 | \$121,618.22 | 559.8 | 762 | 1.36 | \$165,561.57 |
| 354.40 | Electrical Equipment | 2010 | Lot | \$28,720.80 | 50.00 | 11 | \$6,318.58 | \$22,402.22 | 559.8 | 762 | 1.36 | \$30,496.64 |
| 354.40 | Fencing | 2010 | Lot | \$52,263.60 | 50.00 | 11 | \$11,497.99 | \$40,765.61 | 559.8 | 762 | 1.36 | \$55,495.12 |
| 354.40 | Structure | 2011 | Lot | \$182,442.00 | 50.00 | 10 | \$36,488.40 | \$145,953.60 | 583.5 | 762 | 1.31 | \$190,602.64 |
| 354.40 | Piping | 2011 | Lot | \$343,486.80 | 50.00 | 10 | \$68,697.36 | \$274,789.44 | 583.5 | 762 | 1.31 | \$358,850.99 |
| 354.40 | Paving | 2011 | Lot | \$94,184.40 | 50.00 | 10 | \$18,836.88 | \$75,347.52 | 583.5 | 762 | 1.31 | \$98,397.28 |
| 354.40 | Electrical Wiring | 2011 | Lot | \$645,932.40 | 50.00 | 10 | \$129,186.48 | \$516,745.92 | 583.5 | 762 | 1.31 | \$674,825.01 |
| 354.40 | Electrical Equipment | 2011 | Lot | \$1,635,600.00 | 50.00 | 10 | \$327,120.00 | \$1,308,480.00 | 583.5 | 762 | 1.31 | \$1,708,760.51 |
| 380.00 | Process Piping | 2012 | Lot | \$43,633.20 | 25.00 | 9 | \$15,707.95 | \$27,925.25 | 679.5 | 922 | 1.36 | \$37,891.21 |
| 354.40 | Paving | 2012 | Lot | \$10,860.00 | 50.00 | 9 | \$1,954.80 | \$8,905.20 | 603.8 | 762 | 1.26 | \$11,239.36 |
| 354.40 | Electrical Wiring | 2012 | Lot | \$1,614.00 | 50.00 | 9 | \$290.52 | \$1,323.48 | 603.8 | 762 | 1.26 | \$1,670.38 |
| 354.40 | HD Network Communication Gate | 2015 | Lot | \$6,892.80 | 50.00 | 6 | \$827.14 | \$6,065.66 | 647.3 | 762 | 1.18 | \$7,141.04 |
| 380.00 | Trash Pump | 2015 | Lot | \$10,665.60 | 25.00 | 6 | \$2,559.74 | \$8,105.86 | 741.3 | 922 | 1.24 | \$10,082.43 |
| 354.40 | Utility Water Header | 2015 | Lot | \$17,286.00 | 50.00 | 6 | \$2,074.32 | \$15,211.68 | 647.3 | 762 | 1.18 | \$17,908.54 |
| Total items | | 42 | | \$17,189,628.40 | | | \$9,285,767.26 | \$7,903,861.15 | | | | \$17,695,363.98 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Vehicle Storage Building - Account 354.4 - Structures & Improvements - York59 | | | | | | | | | | | | |
| 354.70 | Structure | 1991 | Lot | \$276,395.88 | 50.00 | 30 | \$165,837.53 | \$110,558.35 | 274.0 | 762 | 2.78 | \$307,465.20 |
| 354.70 | Electrical Wiring | 1991 | Lot | \$25,850.40 | 50.00 | 30 | \$15,510.24 | \$10,340.16 | 274.0 | 762 | 2.78 | \$28,756.21 |
| 380.00 | Process Equip | 2005 | Lot | \$76,569.60 | 25.00 | 16 | \$49,004.54 | \$27,565.06 | 485.8 | 922 | 1.90 | \$52,321.12 |
| 354.70 | Electric Equip | 2005 | Lot | \$7,800.00 | 50.00 | 16 | \$2,496.00 | \$5,304.00 | 448.0 | 762 | 1.70 | \$9,021.54 |
| 354.70 | Electric Wiring | 2005 | Lot | \$5,061.60 | 50.00 | 16 | \$1,619.71 | \$3,441.89 | 448.0 | 762 | 1.70 | \$5,854.28 |
| 354.70 | Piping | 2005 | Lot | \$1,262.40 | 50.00 | 16 | \$403.97 | \$858.43 | 448.0 | 762 | 1.70 | \$1,460.10 |
| 354.70 | Electrical Wiring | 2010 | Lot | \$4,357.20 | 50.00 | 11 | \$958.58 | \$3,398.62 | 559.8 | 762 | 1.36 | \$4,626.61 |
| 354.70 | Electrical Equipment | 2010 | Lot | \$294.00 | 50.00 | 11 | \$64.68 | \$229.32 | 559.8 | 762 | 1.36 | \$312.18 |
| 354.70 | HVAC Equipment | 2010 | Lot | \$58,924.80 | 50.00 | 11 | \$12,963.46 | \$45,961.34 | 559.8 | 762 | 1.36 | \$62,568.19 |
| 354.70 | HVAC Piping/Ductwork | 2010 | Lot | \$59,047.20 | 50.00 | 11 | \$12,990.38 | \$46,056.82 | 559.8 | 762 | 1.36 | \$62,698.16 |
| Total items | | 10 | | \$515,563.08 | | | \$261,849.10 | \$253,713.99 | | | | \$535,083.59 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 354.4 - Structures & Improvements - York60 - Valve Chamber T-16 | | | | | | | | | | | | |
| 354.40 | Structure | 1981 | Lot | \$31,045.20 | 50.00 | 40 | \$24,836.16 | \$6,209.04 | 191.0 | 762 | 3.99 | \$24,771.14 |
| 354.40 | Process Equipment | 1981 | Lot | \$12,210.00 | 50.00 | 40 | \$9,768.00 | \$2,442.00 | 191.0 | 762 | 3.99 | \$9,742.43 |
| 354.40 | Piping | 1981 | Lot | \$5,770.80 | 50.00 | 40 | \$4,616.64 | \$1,154.16 | 191.0 | 762 | 3.99 | \$4,604.55 |
| Total items | | 3 | | \$49,026.00 | | | \$39,220.80 | \$9,805.20 | | | | \$39,118.13 |
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Account 391 - York61 - Transportation Equipment | | | | | | | | | | | | |
| 391.50 | Pickup | 2005 | 602 | \$18,531.91 | 10.00 | 16 | \$18,531.91 | \$0.00 | 146.4 | 178.4 | 1.22 | \$0.00 |
| 391.50 | Dump Truck | 1986 | 624 | \$31,359.53 | 10.00 | 35 | \$31,359.53 | \$0.00 | 116.0 | 178.4 | 1.54 | \$0.00 |
| 391.50 | Stake Body Truck | 2011 | 639 | \$46,136.65 | 10.00 | 10 | \$46,136.65 | \$0.00 | 152.3 | 178.4 | 1.17 | \$0.00 |
| 391.50 | Vector Truck | 1990 | 640 | \$155,455.76 | 10.00 | 31 | \$155,455.76 | \$0.00 | 128.0 | 178.4 | 1.39 | \$0.00 |
| 391.50 | Knuckle Boom Truck | 1991 | 645 | \$116,385.29 | 10.00 | 30 | \$116,385.29 | \$0.00 | 133.4 | 178.4 | 1.34 | \$0.00 |
| 391.50 | Ford 3500 | 2000 | 647 | \$34,720.84 | 10.00 | 21 | \$34,720.84 | \$0.00 | 155.4 | 178.4 | 1.15 | \$0.00 |
| 391.80 | Trailer | 1987 | 206 | \$2,273.50 | 10.00 | 34 | \$2,273.50 | \$0.00 | 119.3 | 178.4 | 1.50 | \$0.00 |
| 391.50 | Ford E-350 | 2002 | 212 | \$31,197.46 | 10.00 | 19 | \$31,197.46 | \$0.00 | 148.3 | 178.4 | 1.20 | \$0.00 |
| Total items | | 8 | | \$436,060.94 | | | \$436,060.94 | \$0.00 | | | | \$0.00 |
| Indicated Value for the Wastewater Treatment Plant | | | | \$121,437,327.47 | | | \$58,719,090.49 | \$62,718,236.98 | | | | \$110,508,978.55 |

Appendix A-5.2 (ScottMadden)

City of York

Indicated Value for Sanitary Sewer Service Connections

| Facility Description | Year Installed | Count | Actual Cost | Useful Life | Average Age | Accumulated Depreciation | Net Book Value | Handy Whitman In-Service | Handy Whitman Current | Handy Whitman Ratio | Trended Original Cost Less Depreciation |
|--|----------------|---------------|-----------------------|-------------|-------------|--------------------------|---------------------|--------------------------|-----------------------|---------------------|---|
| Original Cost at May 28th, 2021 | | | | | | | | | | | |
| Account 363 - Sanitary Sewer Services Connection | | | | | | | | | | | |
| Sanitary Sewer Service Connection - Fireside Sewer Replacement | 2019 | 22 | \$81,528.00 | 20 | 2 | \$8,152.80 | \$73,375.20 | 687.8 | 712 | 1.04 | \$75,962.40 |
| Sanitary Sewer Service Connection - 2015 Sewer Improvements | 2015 | 34 | \$123,763.20 | 20 | 6 | \$37,128.96 | \$86,634.24 | 617.8 | 712 | 1.15 | \$99,852.01 |
| Sanitary Sewer Service Connection - Arch Street Interceptor | 2011 | 6 | \$26,100.00 | 20 | 10 | \$13,050.00 | \$13,050.00 | 576.3 | 712 | 1.24 | \$16,124.25 |
| Sanitary Sewer Service Connection - Northwest Triangle | 2009 | 34 | \$62,832.00 | 20 | 12 | \$37,699.20 | \$25,132.80 | 536.8 | 712 | 1.33 | \$33,338.71 |
| Sanitary Sewer Service Connection | 2008 | 7 | \$13,206.88 | 20 | 13 | \$8,584.47 | \$4,622.41 | 514.3 | 712 | 1.38 | \$6,399.91 |
| Sanitary Sewer Service Connection | 2004 | 6 | \$9,692.31 | 20 | 17 | \$8,238.46 | \$1,453.85 | 388.3 | 712 | 1.83 | \$2,666.17 |
| Sanitary Sewer Service Connection | 2003 | 110 | \$167,178.16 | 20 | 18 | \$150,460.34 | \$16,717.82 | 367.5 | 712 | 1.94 | \$32,389.35 |
| Sanitary Sewer Service Connection | 2002 | 19 | \$28,203.28 | 20 | 19 | \$26,793.12 | \$1,410.16 | 359.8 | 712 | 1.98 | \$2,790.93 |
| Sanitary Sewer Service Connection - Willis Run | 2001 | 18 | \$25,921.99 | 20 | 20 | \$25,921.99 | \$0.00 | 354.0 | 712 | 2.01 | \$0.00 |
| Sanitary Sewer Service Connection | 1999 | 23 | \$31,639.52 | 20 | 22 | \$31,639.52 | \$0.00 | 334.3 | 712 | 2.13 | \$0.00 |
| Sanitary Sewer Service Connection | 1998 | 15 | \$20,161.09 | 20 | 23 | \$20,161.09 | \$0.00 | 330.0 | 712 | 2.16 | \$0.00 |
| Sanitary Sewer Service Connection | 1996 | 7 | \$8,931.73 | 20 | 25 | \$8,931.73 | \$0.00 | 320.8 | 712 | 2.22 | \$0.00 |
| Sanitary Sewer Service Connection | 1993 | 25 | \$29,571.88 | 20 | 28 | \$29,571.88 | \$0.00 | 291.5 | 712 | 2.44 | \$0.00 |
| Sanitary Sewer Service Connection | 1992 | 36 | \$40,744.48 | 20 | 29 | \$40,744.48 | \$0.00 | 283.3 | 712 | 2.51 | \$0.00 |
| Sanitary Sewer Service Connection | 1989 | 2 | \$2,095.57 | 20 | 32 | \$2,095.57 | \$0.00 | 257.8 | 712 | 2.76 | \$0.00 |
| Sanitary Sewer Service Connection | 1988 | 5 | \$5,129.95 | 20 | 33 | \$5,129.95 | \$0.00 | 244.8 | 712 | 2.91 | \$0.00 |
| Sanitary Sewer Service Connection | 1987 | 4 | \$4,001.34 | 20 | 34 | \$4,001.34 | \$0.00 | 230.0 | 712 | 3.10 | \$0.00 |
| Sanitary Sewer Service Connection - Tyler Run | 1983 | 14 | \$12,922.80 | 20 | 38 | \$12,922.80 | \$0.00 | 207.0 | 712 | 3.44 | \$0.00 |
| Sanitary Sewer Service Connection - Codorus Creek | 1983 | 134 | \$123,701.03 | 20 | 38 | \$123,701.03 | \$0.00 | 207.0 | 712 | 3.44 | \$0.00 |
| Sanitary Sewer Service Connection | 1980 | 236 | \$173,442.63 | 20 | 41 | \$173,442.63 | \$0.00 | 175.0 | 712 | 4.07 | \$0.00 |
| Sanitary Sewer Service Connection | 1979 | 4 | \$2,727.20 | 20 | 42 | \$2,727.20 | \$0.00 | 160.0 | 712 | 4.45 | \$0.00 |
| Sanitary Sewer Service Connection | 1971 | 20 | \$7,178.98 | 20 | 50 | \$7,178.98 | \$0.00 | 89.0 | 712 | 8.00 | \$0.00 |
| Sanitary Sewer Service Connection | 1965 | 12 | \$2,645.46 | 20 | 56 | \$2,645.46 | \$0.00 | 58.0 | 712 | 12.28 | \$0.00 |
| Sanitary Sewer Service Connection | 1963 | 19 | \$3,886.69 | 20 | 58 | \$3,886.69 | \$0.00 | 53.0 | 712 | 13.43 | \$0.00 |
| Sanitary Sewer Service Connection | 1962 | 35 | \$6,929.24 | 20 | 59 | \$6,929.24 | \$0.00 | 51.0 | 712 | 13.96 | \$0.00 |
| Sanitary Sewer Service Connection | 1961 | 27 | \$5,192.16 | 20 | 60 | \$5,192.16 | \$0.00 | 50.0 | 712 | 14.24 | \$0.00 |
| Sanitary Sewer Service Connection | 1958 | 39 | \$6,720.59 | 20 | 63 | \$6,720.59 | \$0.00 | 44.0 | 712 | 16.18 | \$0.00 |
| Sanitary Sewer Service Connection | 1957 | 47 | \$7,725.70 | 20 | 64 | \$7,725.70 | \$0.00 | 41.0 | 712 | 17.37 | \$0.00 |
| Sanitary Sewer Service Connection | 1956 | 53 | \$8,326.90 | 20 | 65 | \$8,326.90 | \$0.00 | 39.0 | 712 | 18.26 | \$0.00 |
| Sanitary Sewer Service Connection | 1955 | 92 | \$13,785.83 | 20 | 66 | \$13,785.83 | \$0.00 | 36.0 | 712 | 19.78 | \$0.00 |
| Sanitary Sewer Service Connection | 1954 | 260 | \$37,070.99 | 20 | 67 | \$37,070.99 | \$0.00 | 35.0 | 712 | 20.34 | \$0.00 |
| Sanitary Sewer Service Connection | 1953 | 1,220 | \$166,192.81 | 20 | 68 | \$166,192.81 | \$0.00 | 33.0 | 712 | 21.58 | \$0.00 |
| Sanitary Sewer Service Connection | 1952 | 9 | \$1,162.67 | 20 | 69 | \$1,162.67 | \$0.00 | 31.0 | 712 | 22.97 | \$0.00 |
| Sanitary Sewer Service Connection | 1951 | 17 | \$2,095.80 | 20 | 70 | \$2,095.80 | \$0.00 | 29.0 | 712 | 24.55 | \$0.00 |
| Sanitary Sewer Service Connection | 1950 | 32 | \$3,705.28 | 20 | 71 | \$3,705.28 | \$0.00 | 28.0 | 712 | 25.43 | \$0.00 |
| Sanitary Sewer Service Connection | 1949 | 9 | \$974.68 | 20 | 72 | \$974.68 | \$0.00 | 27.0 | 712 | 26.37 | \$0.00 |
| Sanitary Sewer Service Connection | 1948 | 8 | \$837.32 | 20 | 73 | \$837.32 | \$0.00 | 25.0 | 712 | 28.48 | \$0.00 |
| Sanitary Sewer Service Connection | 1947 | 93 | \$8,720.35 | 20 | 74 | \$8,720.35 | \$0.00 | 22.0 | 712 | 32.36 | \$0.00 |
| Sanitary Sewer Service Connection | 1946 | 120 | \$9,426.67 | 20 | 75 | \$9,426.67 | \$0.00 | 19.0 | 712 | 37.47 | \$0.00 |
| Sanitary Sewer Service Connection | 1945 | 29 | \$2,027.92 | 20 | 76 | \$2,027.92 | \$0.00 | 17.0 | 712 | 41.88 | \$0.00 |
| Sanitary Sewer Service Connection | 1944 | 37 | \$2,511.74 | 20 | 77 | \$2,511.74 | \$0.00 | 17.0 | 712 | 41.88 | \$0.00 |
| Sanitary Sewer Service Connection | 1943 | 8,138 | \$535,817.42 | 20 | 78 | \$535,817.42 | \$0.00 | 16.0 | 712 | 44.50 | \$0.00 |
| Sanitary Sewer Service Connection | 1942 | 117 | \$7,331.55 | 20 | 79 | \$7,331.55 | \$0.00 | 16.0 | 712 | 44.50 | \$0.00 |
| Sanitary Sewer Service Connection | 1941 | 10 | \$585.76 | 20 | 80 | \$585.76 | \$0.00 | 15.0 | 712 | 47.47 | \$0.00 |
| Sanitary Sewer Service Connection | 1940 | 50 | \$2,747.18 | 20 | 81 | \$2,747.18 | \$0.00 | 14.0 | 712 | 50.86 | \$0.00 |
| Sanitary Sewer Service Connection | 1939 | 131 | \$7,019.15 | 20 | 82 | \$7,019.15 | \$0.00 | 14.0 | 712 | 50.86 | \$0.00 |
| Sanitary Sewer Service Connection | 1938 | 190 | \$10,180.44 | 20 | 83 | \$10,180.44 | \$0.00 | 14.0 | 712 | 50.86 | \$0.00 |
| Sanitary Sewer Service Connection | 1937 | 180 | \$9,603.76 | 20 | 84 | \$9,603.76 | \$0.00 | 14.0 | 712 | 50.86 | \$0.00 |
| Sanitary Sewer Service Connection | 1936 | 397 | \$18,567.73 | 20 | 85 | \$18,567.73 | \$0.00 | 13.0 | 712 | 54.77 | \$0.00 |
| Sanitary Sewer Service Connection | 1935 | 131 | \$5,829.46 | 20 | 86 | \$5,829.46 | \$0.00 | 13.0 | 712 | 54.77 | \$0.00 |
| Sanitary Sewer Service Connection | 1934 | 32 | \$1,438.52 | 20 | 87 | \$1,438.52 | \$0.00 | 12.0 | 712 | 59.33 | \$0.00 |
| Sanitary Sewer Service Connection | 1933 | 9 | \$347.37 | 20 | 88 | \$347.37 | \$0.00 | 11.0 | 712 | 64.73 | \$0.00 |
| Sanitary Sewer Service Connection | 1932 | 166 | \$5,917.10 | 20 | 89 | \$5,917.10 | \$0.00 | 13.0 | 712 | 54.77 | \$0.00 |
| Sanitary Sewer Service Connection | 1931 | 348 | \$14,300.75 | 20 | 90 | \$14,300.75 | \$0.00 | 14.0 | 712 | 50.86 | \$0.00 |
| Sanitary Sewer Service Connection | 1930 | 518 | \$23,874.10 | 20 | 91 | \$23,874.10 | \$0.00 | 14.0 | 712 | 50.86 | \$0.00 |
| Sanitary Sewer Service Connection | 1928 | 83 | \$3,900.76 | 20 | 93 | \$3,900.76 | \$0.00 | 13.0 | 712 | 54.77 | \$0.00 |
| Sanitary Sewer Service Connection | 1927 | 218 | \$10,195.88 | 20 | 94 | \$10,195.88 | \$0.00 | 13.0 | 712 | 54.77 | \$0.00 |
| Sanitary Sewer Service Connection | 1926 | 728 | \$34,379.21 | 20 | 95 | \$34,379.21 | \$0.00 | 13.0 | 712 | 54.77 | \$0.00 |
| Sanitary Sewer Service Connection | 1925 | 1,078 | \$50,662.92 | 20 | 96 | \$50,662.92 | \$0.00 | 13.0 | 712 | 54.77 | \$0.00 |
| Sanitary Sewer Service Connection | 1924 | 27 | \$1,317.96 | 20 | 97 | \$1,317.96 | \$0.00 | 13.0 | 712 | 54.77 | \$0.00 |
| Sanitary Sewer Service Connection | 1922 | 6 | \$237.03 | 20 | 99 | \$237.03 | \$0.00 | 12.0 | 712 | 59.33 | \$0.00 |
| Sanitary Sewer Service Connection | 1921 | 2 | \$91.72 | 20 | 100 | \$91.72 | \$0.00 | 13.0 | 712 | 54.77 | \$0.00 |
| Sanitary Sewer Service Connection | 1919 | 13 | \$584.40 | 20 | 102 | \$584.40 | \$0.00 | 11.0 | 712 | 64.73 | \$0.00 |
| Sanitary Sewer Service Connection | 1917 | 62 | \$2,547.84 | 20 | 104 | \$2,547.84 | \$0.00 | 9.0 | 712 | 79.11 | \$0.00 |
| Sanitary Sewer Service Connection | 1916 | 17 | \$501.76 | 20 | 105 | \$501.76 | \$0.00 | 6.0 | 712 | 118.67 | \$0.00 |
| Sanitary Sewer Service Connection | 1904 | 59 | \$1,299.35 | 20 | 117 | \$1,299.35 | \$0.00 | NA | 712 | NA | NA |
| Indicated Value for Sanitary Sewer Service Connections | | 15,649 | \$2,039,891.97 | | | \$1,817,495.49 | \$222,396.47 | | | | \$269,523.73 |

Appendix A-5.2 (ScottMadden)

City of York

Indicated Value for Collection Sewers - Manholes

| Facility Description | Year Installed | Count | Actual Cost | Useful Life | Average Age | Accumulated Depreciation | Net Book Value | Handy Whitman In-Service | Handy Whitman Current | Handy Whitman Ratio | Trended Original Cost Less Depreciation |
|---|----------------|-------------|-----------------------|-------------|-------------|--------------------------|-----------------------|--------------------------|-----------------------|---------------------|---|
| Original Cost at May 28th, 2021 | | | | | | | | | | | |
| Account 361 - Collection Sewers - Manholes | | | | | | | | | | | |
| Manholes - Manchester Interceptor | 2019 | 9 | \$70,200.00 | 75 | 2 | \$1,872.00 | \$68,328.00 | 829.5 | 883 | 1.06 | \$72,734.93 |
| Manholes - Fireside Sewer Replacement | 2018 | 11 | \$59,820.00 | 75 | 3 | \$2,392.80 | \$57,427.20 | 802.8 | 883 | 1.10 | \$63,168.13 |
| Manholes - 2015 Sewer Improvements | 2015 | 5 | \$28,317.60 | 75 | 6 | \$2,265.41 | \$26,052.19 | 739.8 | 883 | 1.19 | \$31,097.11 |
| Manholes - Poorhouse Run Interceptor | 2011 | 8 | \$484,440.00 | 75 | 10 | \$64,592.00 | \$419,848.00 | 647.5 | 883 | 1.36 | \$572,549.47 |
| Manholes - Arch Street Interceptor | 2011 | 3 | \$37,260.00 | 75 | 10 | \$4,968.00 | \$32,292.00 | 647.5 | 883 | 1.36 | \$44,036.81 |
| Manholes - Willis Run Siphon Chambers | 2011 | 2 | \$635,400.00 | 75 | 10 | \$84,720.00 | \$550,680.00 | 647.5 | 883 | 1.36 | \$750,965.93 |
| Manholes - Northwest Triangle | 2009 | 10 | \$57,300.00 | 75 | 12 | \$9,168.00 | \$48,132.00 | 614.3 | 883 | 1.44 | \$69,190.97 |
| Manholes | 2008 | 4 | \$58,316.09 | 75 | 13 | \$10,108.12 | \$48,207.97 | 587.5 | 883 | 1.50 | \$72,455.55 |
| Manholes | 2004 | 3 | \$37,447.56 | 75 | 17 | \$8,488.11 | \$28,959.45 | 432.3 | 883 | 2.04 | \$59,158.34 |
| Manholes | 2003 | 24 | \$281,854.09 | 75 | 18 | \$67,644.98 | \$214,209.11 | 407.0 | 883 | 2.17 | \$464,733.76 |
| Manholes | 2002 | 14 | \$160,583.28 | 75 | 19 | \$40,681.10 | \$119,902.19 | 403.5 | 883 | 2.19 | \$262,388.18 |
| Manholes - Roosevelt Ave Willis Run | 2001 | 4 | \$44,512.51 | 75 | 20 | \$11,870.00 | \$32,642.51 | 390.5 | 883 | 2.26 | \$73,811.36 |
| Manholes | 1999 | 8 | \$85,039.03 | 75 | 22 | \$24,944.78 | \$60,094.25 | 360.8 | 883 | 2.45 | \$147,091.40 |
| Manholes | 1998 | 13 | \$135,018.24 | 75 | 23 | \$41,405.59 | \$93,612.65 | 355.0 | 883 | 2.49 | \$232,844.98 |
| Manholes | 1996 | 10 | \$98,597.00 | 75 | 25 | \$32,865.67 | \$65,731.33 | 338.8 | 883 | 2.61 | \$171,338.06 |
| Manholes - Upper Codorus | 1993 | 1 | \$9,140.40 | 75 | 28 | \$3,412.42 | \$5,727.98 | 320.8 | 883 | 2.75 | \$15,768.69 |
| Manholes | 1993 | 8 | \$73,123.18 | 75 | 28 | \$27,299.32 | \$45,823.86 | 320.8 | 883 | 2.75 | \$126,149.56 |
| Manholes - Upper Codorus | 1992 | 21 | \$183,658.84 | 75 | 29 | \$71,014.75 | \$112,644.09 | 310.8 | 883 | 2.84 | \$320,079.59 |
| Manholes - Upper Codorus | 1992 | 5 | \$43,728.30 | 75 | 29 | \$16,908.27 | \$26,820.02 | 310.8 | 883 | 2.84 | \$76,209.43 |
| Manholes | 1989 | 2 | \$16,193.07 | 75 | 32 | \$6,909.04 | \$9,284.02 | 294.8 | 883 | 3.00 | \$27,812.70 |
| Manholes | 1988 | 5 | \$39,640.56 | 75 | 33 | \$17,441.84 | \$22,198.71 | 280.3 | 883 | 3.15 | \$69,942.77 |
| Manholes | 1987 | 2 | \$15,459.73 | 75 | 34 | \$7,008.41 | \$8,451.32 | 263.0 | 883 | 3.36 | \$28,374.58 |
| Manholes - Tyler Run | 1983 | 31 | \$221,134.48 | 75 | 38 | \$112,041.47 | \$109,093.01 | 239.0 | 883 | 3.69 | \$403,050.74 |
| Manholes - Codorus Creek | 1983 | 57 | \$406,602.10 | 75 | 38 | \$206,011.73 | \$200,590.37 | 239.0 | 883 | 3.69 | \$741,093.28 |
| Manholes | 1980 | 127 | \$721,230.04 | 75 | 41 | \$394,272.42 | \$326,957.62 | 202.0 | 883 | 4.37 | \$1,429,225.62 |
| Manholes | 1979 | 4 | \$21,073.79 | 75 | 42 | \$11,801.32 | \$9,272.47 | 185.0 | 883 | 4.77 | \$44,257.24 |
| Manholes | 1971 | 2 | \$5,547.40 | 75 | 50 | \$3,698.26 | \$1,849.13 | 94.0 | 883 | 9.39 | \$17,370.04 |
| Manholes | 1965 | 4 | \$6,814.07 | 75 | 56 | \$5,087.84 | \$1,726.23 | 74.0 | 883 | 11.93 | \$20,598.14 |
| Manholes | 1963 | 10 | \$15,807.10 | 75 | 58 | \$12,224.16 | \$3,582.94 | 72.0 | 883 | 12.26 | \$43,940.81 |
| Manholes | 1962 | 11 | \$16,828.16 | 75 | 59 | \$13,238.15 | \$3,590.01 | 71.0 | 883 | 12.44 | \$44,647.55 |
| Manholes | 1961 | 19 | \$28,233.48 | 75 | 60 | \$22,586.78 | \$5,646.70 | 69.0 | 883 | 12.80 | \$72,261.34 |
| Manholes | 1958 | 15 | \$19,973.79 | 75 | 63 | \$16,777.98 | \$3,195.81 | 63.0 | 883 | 14.02 | \$44,792.01 |
| Manholes | 1957 | 10 | \$12,701.82 | 75 | 64 | \$10,838.89 | \$1,862.93 | 60.0 | 883 | 14.72 | \$27,416.17 |
| Manholes | 1956 | 20 | \$24,280.83 | 75 | 65 | \$21,043.38 | \$3,237.44 | 57.0 | 883 | 15.49 | \$50,151.98 |
| Manholes | 1955 | 34 | \$39,368.62 | 75 | 66 | \$34,644.39 | \$4,724.23 | 53.0 | 883 | 16.66 | \$78,707.54 |
| Manholes | 1954 | 89 | \$98,056.65 | 75 | 67 | \$87,597.27 | \$10,459.38 | 51.0 | 883 | 17.31 | \$181,090.76 |
| Manholes | 1953 | 187 | \$196,843.12 | 75 | 68 | \$178,471.10 | \$18,372.02 | 48.0 | 883 | 18.40 | \$337,968.70 |
| Manholes | 1952 | 4 | \$3,993.00 | 75 | 69 | \$3,673.56 | \$319.44 | 47.0 | 883 | 18.79 | \$6,001.40 |
| Manholes | 1951 | 8 | \$7,621.09 | 75 | 70 | \$7,113.02 | \$508.07 | 45.0 | 883 | 19.62 | \$9,969.52 |
| Manholes | 1950 | 16 | \$14,315.86 | 75 | 71 | \$13,552.35 | \$763.51 | 43.0 | 883 | 20.53 | \$15,678.64 |
| Manholes | 1949 | 3 | \$2,510.54 | 75 | 72 | \$2,410.12 | \$100.42 | 42.0 | 883 | 21.02 | \$2,111.24 |
| Manholes | 1948 | 4 | \$3,235.10 | 75 | 73 | \$3,148.83 | \$86.27 | 41.0 | 883 | 21.54 | \$1,857.95 |
| Manholes | 1947 | 21 | \$15,215.87 | 75 | 74 | \$15,012.99 | \$202.88 | 35.0 | 883 | 25.23 | \$5,118.33 |
| Manholes | 1946 | 27 | \$16,389.56 | 75 | 75 | \$16,389.56 | \$0.00 | 29.0 | 883 | 30.45 | \$0.00 |
| Manholes | 1945 | 5 | \$2,701.77 | 75 | 76 | \$2,701.77 | \$0.00 | 26.0 | 883 | 33.96 | \$0.00 |
| Manholes | 1944 | 6 | \$3,147.38 | 75 | 77 | \$3,147.38 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Manholes | 1943 | 1066 | \$542,353.68 | 75 | 78 | \$542,353.68 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Manholes | 1942 | 33 | \$15,979.03 | 75 | 79 | \$15,979.03 | \$0.00 | 24.0 | 883 | 36.79 | \$0.00 |
| Manholes | 1941 | 3 | \$1,357.90 | 75 | 80 | \$1,357.90 | \$0.00 | 23.0 | 883 | 38.39 | \$0.00 |
| Manholes | 1940 | 18 | \$7,642.14 | 75 | 81 | \$7,642.14 | \$0.00 | 23.0 | 883 | 38.39 | \$0.00 |
| Manholes | 1939 | 33 | \$13,663.23 | 75 | 82 | \$13,663.23 | \$0.00 | 22.0 | 883 | 40.14 | \$0.00 |
| Manholes | 1938 | 43 | \$17,803.60 | 75 | 83 | \$17,803.60 | \$0.00 | 22.0 | 883 | 40.14 | \$0.00 |
| Manholes | 1937 | 43 | \$17,728.16 | 75 | 84 | \$17,728.16 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Manholes | 1936 | 67 | \$24,214.16 | 75 | 85 | \$24,214.16 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Manholes | 1935 | 19 | \$6,533.37 | 75 | 86 | \$6,533.37 | \$0.00 | 19.0 | 883 | 46.47 | \$0.00 |
| Manholes | 1934 | 7 | \$2,431.59 | 75 | 87 | \$2,431.59 | \$0.00 | 19.0 | 883 | 46.47 | \$0.00 |
| Manholes | 1933 | 3 | \$894.74 | 75 | 88 | \$894.74 | \$0.00 | 18.0 | 883 | 49.06 | \$0.00 |
| Manholes | 1932 | 12 | \$3,305.28 | 75 | 89 | \$3,305.28 | \$0.00 | 18.0 | 883 | 49.06 | \$0.00 |
| Manholes | 1931 | 58 | \$18,417.64 | 75 | 90 | \$18,417.64 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Manholes | 1930 | 80 | \$28,491.38 | 75 | 91 | \$28,491.38 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Manholes | 1928 | 15 | \$5,447.40 | 75 | 93 | \$5,447.40 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Manholes | 1927 | 22 | \$7,950.92 | 75 | 94 | \$7,950.92 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Manholes | 1926 | 101 | \$36,856.33 | 75 | 95 | \$36,856.33 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Manholes | 1925 | 100 | \$36,315.98 | 75 | 96 | \$36,315.98 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Manholes | 1924 | 2 | \$754.39 | 75 | 97 | \$754.39 | \$0.00 | 22.0 | 883 | 40.14 | \$0.00 |
| Manholes | 1921 | 3 | \$1,063.16 | 75 | 100 | \$1,063.16 | \$0.00 | 22.0 | 883 | 40.14 | \$0.00 |
| Manholes | 1917 | 9 | \$2,857.91 | 75 | 104 | \$2,857.91 | \$0.00 | 16.0 | 883 | 55.19 | \$0.00 |
| Manholes | 1916 | 2 | \$456.14 | 75 | 105 | \$456.14 | \$0.00 | 11.0 | 883 | 80.27 | \$0.00 |
| Manholes | 1904 | 2 | \$340.35 | 75 | 117 | \$340.35 | \$0.00 | NA | 883 | NA | NA |
| Indicated Value for Collection Sewers - Manholes | | 2627 | \$5,351,533.57 | | | \$2,548,323.84 | \$2,803,209.73 | | | | \$7,329,211.29 |

Appendix A-5.2 (ScottMadden)

City of York
Indicated Value for Collection Sewers - Pipes

| Facility Description | Year | Size of Pipe | Length of Pipe | Actual Cost | Useful Life | Average Age | Accumulated Depreciation | Net Book Value | Handy Whitman In-Service | Handy Whitman Current | Handy Whitman Ratio | Trended Original Cost Less Depreciation |
|--|------|--------------|-------------------|------------------------|-------------|-------------|--------------------------|------------------------|--------------------------|-----------------------|---------------------|---|
| Sanitary Sewers | 1947 | 8 | 2,629.06 | \$5,490.67 | 75 | 74 | \$5,417.47 | \$73.21 | 35.0 | 883 | 25.23 | \$1,846.96 |
| Sanitary Sewers | 1946 | 8 | 4,020.96 | \$7,035.26 | 75 | 75 | \$7,035.26 | \$0.00 | 29.0 | 883 | 30.45 | \$0.00 |
| Sanitary Sewers | 1945 | 8 | 723.65 | \$1,127.08 | 75 | 76 | \$1,127.08 | \$0.00 | 26.0 | 883 | 33.96 | \$0.00 |
| Sanitary Sewers | 1944 | 8 | 506.72 | \$766.15 | 75 | 77 | \$766.15 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 6 | 356.59 | \$522.92 | 75 | 78 | \$522.92 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 8 | 1,102.75 | \$1,617.15 | 75 | 78 | \$1,617.15 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 8 | 171,457.23 | \$251,436.52 | 75 | 78 | \$251,436.52 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 10 | 16,395.01 | \$31,893.45 | 75 | 78 | \$31,893.45 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 12 | 8,924.70 | \$21,634.91 | 75 | 78 | \$21,634.91 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 15 | 8,221.39 | \$25,343.07 | 75 | 78 | \$25,343.07 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 18 | 6,040.05 | \$24,764.97 | 75 | 78 | \$24,764.97 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 21 | 812.06 | \$4,326.00 | 75 | 78 | \$4,326.00 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 22 | 447.77 | \$2,800.80 | 75 | 78 | \$2,800.80 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 24 | 2,604.23 | \$16,289.26 | 75 | 78 | \$16,289.26 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 27 | 2,461.95 | \$22,472.75 | 75 | 78 | \$22,472.75 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1943 | 36 | 2,180.97 | \$26,761.41 | 75 | 78 | \$26,761.41 | \$0.00 | 25.0 | 883 | 35.32 | \$0.00 |
| Sanitary Sewers | 1942 | 8 | 4,717.79 | \$6,584.49 | 75 | 79 | \$6,584.49 | \$0.00 | 24.0 | 883 | 36.79 | \$0.00 |
| Sanitary Sewers | 1941 | 8 | 1,213.70 | \$1,583.45 | 75 | 80 | \$1,583.45 | \$0.00 | 23.0 | 883 | 38.39 | \$0.00 |
| Sanitary Sewers | 1940 | 8 | 2,949.75 | \$3,609.74 | 75 | 81 | \$3,609.74 | \$0.00 | 23.0 | 883 | 38.39 | \$0.00 |
| Sanitary Sewers | 1939 | 8 | 301.50 | \$359.81 | 75 | 82 | \$359.81 | \$0.00 | 22.0 | 883 | 40.14 | \$0.00 |
| Sanitary Sewers | 1939 | 8 | 4,879.92 | \$5,823.71 | 75 | 82 | \$5,823.71 | \$0.00 | 22.0 | 883 | 40.14 | \$0.00 |
| Sanitary Sewers | 1938 | 8 | 8,602.76 | \$10,266.54 | 75 | 83 | \$10,266.54 | \$0.00 | 22.0 | 883 | 40.14 | \$0.00 |
| Sanitary Sewers | 1937 | 8 | 9,655.80 | \$11,474.42 | 75 | 84 | \$11,474.42 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Sanitary Sewers | 1936 | 8 | 10,121.42 | \$10,543.46 | 75 | 85 | \$10,543.46 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1936 | 10 | 1,202.32 | \$1,661.42 | 75 | 85 | \$1,661.42 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1936 | 12 | 2,041.24 | \$3,515.00 | 75 | 85 | \$3,515.00 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1936 | 15 | 1,459.23 | \$3,195.26 | 75 | 85 | \$3,195.26 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1935 | 8 | 5,057.51 | \$5,012.65 | 75 | 86 | \$5,012.65 | \$0.00 | 19.0 | 883 | 46.47 | \$0.00 |
| Sanitary Sewers | 1935 | 10 | 664.92 | \$874.22 | 75 | 86 | \$874.22 | \$0.00 | 19.0 | 883 | 46.47 | \$0.00 |
| Sanitary Sewers | 1935 | 15 | 93.63 | \$195.07 | 75 | 86 | \$195.07 | \$0.00 | 19.0 | 883 | 46.47 | \$0.00 |
| Sanitary Sewers | 1934 | 8 | 795.28 | \$796.27 | 75 | 87 | \$796.27 | \$0.00 | 19.0 | 883 | 46.47 | \$0.00 |
| Sanitary Sewers | 1933 | 15 | 1,485.41 | \$2,684.18 | 75 | 88 | \$2,684.18 | \$0.00 | 18.0 | 883 | 49.06 | \$0.00 |
| Sanitary Sewers | 1932 | 8 | 210.90 | \$167.44 | 75 | 89 | \$167.44 | \$0.00 | 18.0 | 883 | 49.06 | \$0.00 |
| Sanitary Sewers | 1932 | 8 | 1,958.67 | \$1,555.02 | 75 | 89 | \$1,555.02 | \$0.00 | 18.0 | 883 | 49.06 | \$0.00 |
| Sanitary Sewers | 1932 | 10 | 1,927.64 | \$2,030.10 | 75 | 89 | \$2,030.10 | \$0.00 | 18.0 | 883 | 49.06 | \$0.00 |
| Sanitary Sewers | 1932 | 15 | 561.58 | \$937.19 | 75 | 89 | \$937.19 | \$0.00 | 18.0 | 883 | 49.06 | \$0.00 |
| Sanitary Sewers | 1931 | 8 | 12,379.25 | \$11,330.46 | 75 | 90 | \$11,330.46 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1931 | 10 | 325.04 | \$394.65 | 75 | 90 | \$394.65 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1930 | 8 | 16,585.14 | \$17,025.10 | 75 | 91 | \$17,025.10 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1930 | 12 | 2,199.51 | \$3,732.38 | 75 | 91 | \$3,732.38 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1930 | 15 | 57.62 | \$124.34 | 75 | 91 | \$124.34 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1930 | 22 | 466.45 | \$2,042.32 | 75 | 91 | \$2,042.32 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1928 | 8 | 3,503.10 | \$3,666.88 | 75 | 93 | \$3,666.88 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1927 | 8 | 4,732.16 | \$4,929.48 | 75 | 94 | \$4,929.48 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Sanitary Sewers | 1926 | 8 | 22,578.00 | \$23,747.80 | 75 | 95 | \$23,747.80 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Sanitary Sewers | 1926 | 10 | 2,197.67 | \$3,066.32 | 75 | 95 | \$3,066.32 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Sanitary Sewers | 1926 | 12 | 795.46 | \$1,383.08 | 75 | 95 | \$1,383.08 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Sanitary Sewers | 1925 | 8 | 28,664.41 | \$30,004.61 | 75 | 96 | \$30,004.61 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Sanitary Sewers | 1925 | 12 | 656.02 | \$1,135.15 | 75 | 96 | \$1,135.15 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Sanitary Sewers | 1925 | 15 | 376.77 | \$829.01 | 75 | 96 | \$829.01 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Sanitary Sewers | 1925 | 36 | 283.17 | \$2,480.19 | 75 | 96 | \$2,480.19 | \$0.00 | 21.0 | 883 | 42.05 | \$0.00 |
| Sanitary Sewers | 1924 | 8 | 468.25 | \$509.08 | 75 | 97 | \$509.08 | \$0.00 | 22.0 | 883 | 40.14 | \$0.00 |
| Sanitary Sewers | 1922 | 24 | 361.13 | \$1,355.31 | 75 | 99 | \$1,355.31 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1921 | 12 | 106.29 | \$179.48 | 75 | 100 | \$179.48 | \$0.00 | 22.0 | 883 | 40.14 | \$0.00 |
| Sanitary Sewers | 1919 | 10 | 846.77 | \$1,124.66 | 75 | 102 | \$1,124.66 | \$0.00 | 20.0 | 883 | 44.15 | \$0.00 |
| Sanitary Sewers | 1917 | 8 | 1,649.47 | \$1,509.73 | 75 | 104 | \$1,509.73 | \$0.00 | 16.0 | 883 | 55.19 | \$0.00 |
| Sanitary Sewers | 1917 | 10 | 16.18 | \$19.64 | 75 | 104 | \$19.64 | \$0.00 | 16.0 | 883 | 55.19 | \$0.00 |
| Sanitary Sewers | 1917 | 15 | 720.67 | \$1,386.53 | 75 | 104 | \$1,386.53 | \$0.00 | 16.0 | 883 | 55.19 | \$0.00 |
| Sanitary Sewers | 1917 | 18 | 250.45 | \$640.92 | 75 | 104 | \$640.92 | \$0.00 | 16.0 | 883 | 55.19 | \$0.00 |
| Sanitary Sewers | 1916 | 8 | 449.65 | \$295.59 | 75 | 105 | \$295.59 | \$0.00 | 11.0 | 883 | 80.27 | \$0.00 |
| Sanitary Sewers | 1904 | 8 | 807.49 | \$379.75 | 75 | 117 | \$379.75 | \$0.00 | NA | 883 | NA | NA |
| Indicated Value for Collection Sewers - Pipes | | | 548,193.00 | \$26,712,768.02 | | | \$10,371,718.80 | \$16,341,049.22 | | | | \$42,466,195.30 |

Appendix A-5.2 (ScottMadden)

City of York

Indicated Value for Structures & Improvements - Pumping

| Account Number | Facility Description | Installed | Count | Actual Cost | Useful Life | Average Age | Accumulated Depreciation | Net Book Value | Handy Whitman In-Service | Handy Whitman Current | Handy Whitman Ratio | Trended Original Cost Less Depreciation |
|--|---|-----------|-------|---------------------|-------------|-------------|--------------------------|--------------------|--------------------------|-----------------------|---------------------|---|
| Original Cost at May 28th, 2021 | | | | | | | | | | | | |
| Accounts 354.3, 355, 360 - Structures & Improvements - Pumping | | | | | | | | | | | | |
| 354.30 | 7.5 HP Smith & Loveles Package Pump Station | 1980 | 1 | \$116,920.51 | 50 | 41 | \$95,874.82 | \$21,045.69 | 181.0 | 762 | 4.21 | \$88,601.20 |
| 354.30 | Wet Well Structure | 1980 | 1 | \$15,032.64 | 50 | 41 | \$12,326.76 | \$2,705.87 | 181.0 | 762 | 4.21 | \$11,391.58 |
| 354.30 | Valve Vault | 1980 | 1 | \$2,645.74 | 50 | 41 | \$2,169.51 | \$476.23 | 181.0 | 762 | 4.21 | \$2,004.92 |
| 354.30 | Plug Valves | 1980 | 2 | \$2,766.01 | 50 | 41 | \$2,268.12 | \$497.88 | 181.0 | 762 | 4.21 | \$2,096.05 |
| 354.30 | Check Valves | 1980 | 2 | \$2,284.96 | 50 | 41 | \$1,873.67 | \$411.29 | 181.0 | 762 | 4.21 | \$1,731.52 |
| 355.30 | Generator | 1980 | 1 | \$15,032.64 | 50 | 41 | \$12,326.76 | \$2,705.87 | 181.0 | 762 | 4.21 | \$11,391.58 |
| 354.30 | Automatic Transfer Switch | 1980 | 1 | \$2,104.57 | 50 | 41 | \$1,725.75 | \$378.82 | 181.0 | 762 | 4.21 | \$1,594.82 |
| 360.21 | Forcemain (ft) | 1980 | 1700 | \$42,592.47 | 75 | 41 | \$23,283.88 | \$19,308.59 | 202.0 | 883 | 4.37 | \$84,403.38 |
| Indicated Value for Structures & Improvements - Pumping | | | | \$199,379.54 | | | \$151,849.28 | \$47,530.26 | | | | \$203,215.06 |

Appendix A-5.2 (ScottMadden)

City of York
Conclusion of Value using the Market Approach

City of York

Application of Purchase Price to Customer Multiples to
Customer Count

| <u>Average Multiple</u> | <u>PA Average Multiple</u> |
|--------------------------|--------------------------------|
| \$ 320,039,604 | \$ 462,832,120 |
| <u>Recommended Value</u> | |
| \$ 462,832,120 | |

Application of Market Value of Invested Capital to Net Plant
Ratios of Publicly-Traded Water Utilities

| <u>Average Value</u> | <u>York Water Company Value</u> |
|--------------------------|-------------------------------------|
| \$ 146,242,945 | \$ 181,743,972 |
| <u>Recommended Value</u> | |
| \$ 163,993,458 | |

Conclusion of Value using the Market Approach

\$ 313,412,789

Appendix A-5.2 (ScottMadden)

City of York

Market Value of Invested Capital to Net Plant of Publicly-Traded Water Utilities
as of December 31, 2020

| <u>Company Name</u> | <u>Market Value of Invested Capital to Net Plant at December 31, 2020</u> |
|------------------------------------|---|
| American States Water Company | 2.4940 |
| American Water Works Company, Inc. | 2.0108 |
| Artesian Resources Corporation | 0.9251 |
| California Water Service Group | 1.3723 |
| Global Water Resources, Inc. | 1.8971 |
| Middlesex Water Company | 1.7917 |
| SJW Group | 1.5210 |
| The York Water Company | <u>2.2092</u> |
| Average | <u><u>1.7777</u></u> |
| Median | <u><u>1.8444</u></u> |
| Low | <u><u>0.9251</u></u> |
| High | <u><u>2.4940</u></u> |

Source: Bloomberg Professional Services, Company Annual Reports

Appendix A-5.2 (ScottMadden)

City of York

Application of Market Value of Invested Capital to Net Plant Ratio to Original Cost Less Depreciation

| | <u>OCLD</u> |
|---|-----------------------|
| Original Cost Less Depreciation (OCLD) | \$ 82,267,297 |
| Average Market Value Invested Capital to Net Plant Ratio of Publicly-Traded Water Utilities | 1.778 |
| High Market Value Invested Capital to Net Plant Ratio of Publicly-Traded Water Utilities | 2.494 |
| Low Market Value Invested Capital to Net Plant Ratio of Publicly-Traded Water Utilities | 0.925 |
| Market Value Invested Capital to Net Plant Ratio of The York Water Company | <u>2.209</u> |
| Indicated Market Value of Net Plant Based on Average Market Value Invested Capital to Net Plant Ratio: | <u>\$ 146,242,945</u> |
| Indicated Market Value of Net Plant Based on High Market Value Invested Capital to Net Plant Ratio: | <u>\$ 205,173,566</u> |
| Indicated Market Value of Net Plant Based on Low Market Value Invested Capital to Net Plant Ratio: | <u>\$ 76,107,891</u> |
| Indicated Market Value of Net Plant Based on The York Water Company's Market Value Invested Capital to Net Plant Ratio: | <u>\$ 181,743,972</u> |

Appendix A-5.2 (ScottMadden)

City of York
Comparable Water and Sewer Transactions
2015 to Present

| Target State | Target | Buyer | Water Connections | Wastewater Connectors | Implied Enterprise Value (\$'000) | Implied Enterprise Value (\$'000)/Customer | Date |
|--------------|---|---|-------------------|-----------------------|-----------------------------------|--|------------|
| IL | North Maine Utilities | Aqua Illinois, Inc. | 4,700 | 2,500 | 22,000 | 3.06 | 4/30/2015 |
| VA | Venter Heights Public Water System | Aqua Virginia, Inc. | 400 | | 85 | 0.21 | 5/5/2015 |
| MO | City of Arnold's sanitary sewer system | Missouri-American Water Company, Inc. | | 8,800 | 13,200 | 1.50 | 5/22/2015 |
| AZ | Valencia Water Company, Inc. | City of Buckeye | 6,719 | | 55,198 | 8.22 | 7/15/2015 |
| IN | Russiaville Water System | Indiana American | 430 | | 1,800 | 4.19 | 7/27/2015 |
| PA | Robin Hood Lakes Water Company | Aqua Pennsylvania | 210 | | 231 | 1.10 | 7/30/2015 |
| VA | Wintergreen Valley Utility Company | Aqua Virginia, Inc. | 1,200 | 475 | 651 | 0.39 | 8/5/2015 |
| LA | Total Environmental Solutions, Inc. | Utilities, Inc. | 2,350 | 14,387 | 9,300 | 0.56 | 8/21/2015 |
| LA | Peoples Water of Donaldsonville | Ascension Parrish | 3,100 | | 5,900 | 1.90 | 9/6/2015 |
| TX | Union Hill Water Supply | Aqua Texas | 500 | | 356 | 0.71 | 9/18/2015 |
| IN | American Suburban Utilities Water System | Indiana American | 330 | | 140 | 0.42 | 9/21/2015 |
| IL | Eastwood Manor Water and Nunda Utility | Aqua Illinois, Inc. | 525 | | 1,500 | 2.86 | 11/12/2015 |
| PA | Wastewater System of Fairview Township | Pennsylvania-American Water Company | | 3,912 | 16,800 | 4.29 | 12/22/2015 |
| VA | Captain's Cove Utility Company | Aqua Virginia, Inc. | 977 | 280 | 2,400 | 1.91 | 12/29/2015 |
| PA | Superior Water Company, Inc. | Aqua America, Inc. | 3,868 | | 16,800 | 4.34 | 1/4/2016 |
| IL | Dana/Long Point/Reading/Ancona Public Water District System | Illinois American | 150 | | 1,075 | 7.17 | 1/26/2016 |
| PA | Eminton Area Municipal Authority | Aqua Pennsylvania | | 484 | 350 | 0.72 | 3/28/2016 |
| IL | Village of Ransom | Illinois American | 170 | | 175 | 1.03 | 4/26/2016 |
| PA | Tobyanna Township | Aqua Pennsylvania | | 800 | 5,500 | 6.88 | 4/30/2016 |
| PA | Borough of New Cumberland Wastewater Assets | Pennsylvania-American Water Company | | 3,100 | 23,000 | 7.42 | 5/5/2016 |
| AZ | Willow Valley Water Company | EPCOR Water Arizona Inc. | 1,600 | | 2,270 | 1.42 | 5/9/2016 |
| IN | White Oak Sewage Treatment, LLC | Aqua Indiana, Inc. | 52 | | 10 | 0.19 | 7/1/2016 |
| IN | Wedgewood Park Water Company, Inc. | Aqua Indiana, Inc. | 216 | | 210 | 0.97 | 7/11/2016 |
| PA | McKeesport Wastewater System | Pennsylvania-American Water Company | | 22,000 | 159,000 | 7.23 | 9/9/2016 |
| PA | New Garden Township | Aqua Pennsylvania | | 2,106 | 29,500 | 14.01 | 12/15/2016 |
| PA | Scranton Sewer Authority | Pennsylvania-American Water Company | | 31,000 | 195,000 | 6.29 | 12/29/2016 |
| CT | The Heritage Village Water Company | Connecticut Water Service Inc. | 4,867 | | 20,700 | 2.62 | 2/27/2017 |
| NJ | Shorelands Water Company | New Jersey-American Water Company, Inc. | 11,000 | | 33,000 | 3.00 | 4/3/2017 |
| MO | Village of Wardsville | Missouri-American Water Company, Inc. | 480 | | 2,750 | 3.10 | 5/23/2017 |
| CT | The Avon Water Company | Connecticut Water Service Inc. | 4,800 | 407 | 40,100 | 8.35 | 7/7/2017 |
| IL | Plasa Township Sanitary District | Illinois American | | 120 | 60 | 0.50 | 8/25/2017 |
| IN | Georgetown Water | Indiana American | 1,300 | | 6,400 | 4.92 | 11/15/2017 |
| IN | Aquarion Water Company | Eversource Energy | 226,000 | | 7,41 | 7.41 | 12/4/2017 |
| CT | Eastern Rockcastle Water Association | Kentucky American Water Co. | 610 | | 1,675,000 | 7.41 | 12/4/2017 |
| KY | Charlestown Water System | Illinois American | 2,898 | | 770 | 1.26 | 1/19/2018 |
| IN | City of Farmington | Illinois American | 1,125 | | 13,404 | 4.63 | 3/14/2018 |
| IL | Village of Fisher | Illinois American | 850 | | 3,750 | 3.33 | 3/21/2018 |
| IL | Alton Regional Wastewater System | Illinois American | | | 6,800 | 8.00 | 3/28/2018 |
| IL | Sundale Utilities | Illinois American | | 23,000 | 53,800 | 2.34 | 4/13/2018 |
| PA | Cheltenham Township | Aqua Pennsylvania | 475 | | 2,000 | 1.06 | 5/2/2018 |
| PA | Village of Manteno | Aqua Pennsylvania | | 1,415 | 50,250 | 4.79 | 7/4/2018 |
| IL | Connecticut Water Service, Inc. | Aqua Illinois, Inc. | | 3,800 | 25,000 | 6.58 | 7/5/2018 |
| CT | Limerick Township | SJW Group | 135,645 | | 1,100,000 | 7.93 | 8/5/2018 |
| PA | Lawson Water and Wastewater Systems | Aqua Pennsylvania | | 5,434 | 75,100 | 13.82 | 8/8/2018 |
| MO | Delaware Sewer Company | Missouri-American Water Company, Inc. | 968 | | 4,000 | 2.13 | 8/27/2018 |
| PA | Peotone Village | Pennsylvania-American Water Company | | 40 | 62 | 1.54 | 9/19/2018 |
| IL | East Norriton Township | Aqua Illinois, Inc. | 3,000 | | 12,300 | 4.10 | 10/2/2018 |
| PA | Eagle Water Company | Aqua Pennsylvania | | 4,950 | 21,000 | 4.24 | 11/13/2018 |
| PA | East Bradford Township | Suez Water Idaho | 4,200 | | 10,000 | 2.38 | 12/10/2018 |
| PA | Town of Sheridan | Aqua Pennsylvania | | 1,250 | 5,000 | 4.00 | 12/13/2018 |
| IN | Borough of Mount Ephraim | Indiana American | 2,500 | | 10,750 | 4.30 | 12/21/2018 |
| NJ | Sadsbury Township | New Jersey-American Water Company, Inc. | | 1,800 | 1,400 | 0.78 | 1/16/2019 |
| PA | Mahoning Township | Pennsylvania-American Water Company | | 1,000 | 8,600 | 8.60 | 3/7/2019 |
| PA | Turbotville Borough | SUEZ | 1,200 | | 9,500 | 7.92 | 3/29/2019 |
| PA | City of Campbell, Mahoning County | Pennsylvania-American Water Company | 320 | 290 | 1,000 | 1.64 | 7/25/2019 |
| OH | | Aqua Ohio, Inc. | 3,200 | | 7,500 | 2.34 | 8/5/2019 |

Appendix A-5.2 (ScottMadden)

City of York
Comparable Water and Sewer Transactions
2015 to Present

| Target State | Target | Buyer | Water Connections | Wastewater Connections | Implied Enterprise Value (\$'000) | Implied Enterprise Value (\$'000)/Customer | Date |
|--------------|--|---|-------------------|------------------------|--|---|----------------------|
| WV | Boone-Raleigh Public Service District | West Virginia-American Water Company | 470 | | 115 | 0.24 | 8/8/2019 |
| WV | Town of Glasgow | West Virginia-American Water Company | 300 | | 200 | 0.67 | 9/6/2019 |
| PA | Delaware County Regional Water Quality Control Authority | Aqua Pennsylvania | | 165,000 | 276,500 | 1.68 | 9/17/2019 |
| IL | Village of Glasford | Illinois American | 492 | 482 | 1,900 | 1.95 | 9/19/2019 |
| IL | Village of Godfrey | Illinois American | | 6,200 | 13,950 | 2.19 | 10/2/2019 |
| PA | Steelton Borough Authority | Pennsylvania-American Water Company | 2,400 | | 21,750 | 9.06 | 10/9/2019 |
| IN | Lake Station Water System | Indiana American | 3,270 | | 20,680 | 6.32 | 10/22/2019 |
| PA | Exeter Township Wastewater | Pennsylvania-American Water Company | | 9,000 | 93,500 | 10.39 | 10/24/2019 |
| IL | Fox River Waer Reclamation District (Skyline) | Aqua Illinois, Inc. | 376 | 376 | 3,500 | 4.65 | 11/1/2019 |
| PA | Borough of Kane Authority | Pennsylvania-American Water Company | | 2,100 | 17,500 | 8.33 | 11/14/2019 |
| NY | New York American Water | Liberty Utilities Co. | 125,000 | | 608,000 | 4.86 | 11/20/2019 |
| IL | Village of Grant Park | Aqua Illinois, Inc. | | 540 | 2,300 | 4.26 | 12/1/2019 |
| PA | Phoenixville Borough | Aqua Pennsylvania | 535 | | 3,500 | 6.54 | 12/4/2019 |
| PA | Royersford Borough | Pennsylvania-American Water Company | 1,600 | 1,600 | 13,000 | 8.13 | 12/18/2019 |
| PA | Valley Township | Pennsylvania-American Water Company | 1,700 | 3,100 | 21,275 | 4.43 | 12/18/2019 |
| IL | City of Jerseyville | Illinois American | 4,100 | 4,100 | 43,250 | 5.27 | 12/20/2019 |
| IL | Granite City | Illinois American | | 12,500 | 18,000 | 1.44 | 12/26/2019 |
| NJ | Township of Long Hill | New Jersey-American Water Company, Inc. | 4,800 | 2,800 | 12,700 | 4.54 | 1/2/2020 |
| CA | Fruitridge Vista Water Company | California-American Water Company, Inc. | 350 | | 20,750 | 4.32 | 2/5/2020 |
| DE | Town of Frankford Water System | Artesian Water Co. | 68 | | 3,600 | 10.29 | 4/14/2020 |
| IL | Village of Sidney Water System | Illinois American | 560 | | 2,300 | 4.11 | 4/17/2020 |
| IL | Village of Leonore | Illinois American | | 100 | 100 | 1.47 | 4/22/2020 |
| PA | Upper Pottsgrove Township | Pennsylvania-American Water Company | | 1,600 | 13,750 | 8.59 | 4/28/2020 |
| IL | Village of Shiloh Wastewater System | Illinois American | 480 | 1,515 | 3,600 | 2.38 | 5/15/2020 |
| IL | Village of Andalusia | Illinois American | | 480 | 3,300 | 3.44 | 5/27/2020 |
| IL | City of Rosiclare | Illinois American | | 377 | 600 | 1.59 | 5/29/2020 |
| FL | Pasco Aqua Utility | Pasco County | 3,600 | 3,100 | 29,300 | 4.37 | 6/29/2020 |
| PA | Lower Makefield Township | Aqua Pennsylvania | | 11,000 | 53,000 | 4.82 | 9/24/2020 |
| DE | Delaware City Water System | Artesian Water Co. | 800 | | 2,100 | 2.63 | 8/7/2020 |
| PA | Brentwood Borough Wastewater System | Pennsylvania-American Water Company | 600 | 4,100 | 19,000 | 4.63 | 12/8/2020 |
| TN | Jasper Highlands Water Distribution System | Tennessee American Water Company | | 2,400 | 2,400 | 4.00 | 12/31/2020 |
| PA | East Whiteland Township | Aqua Pennsylvania | | 8,200 | 55,000 | 6.71 | 1/13/2021 |
| PA | Willistown Township | Aqua Pennsylvania | | 2,300 | 17,500 | 7.61 | 1/31/2021 |
| WV | Town of East Bank's Water Distribution System | West Virginia-American Water Company | 400 | | 760 | 1.90 | 2/3/2021 |
| IL | Concordia Water Cooperative Water Distribution System | Illinois American Water Company | 150 | | 1,700 | 11.33 | 2/11/2021 |
| | | | | | Average: | 4.29 | |
| | | | | | PA Average | 6.20 | |
| Target State | Target | Buyer | Water Connections | Wastewater Connections | Implied Enterprise Value (\$'000) Based on Average | Implied Enterprise Value (\$'000) Based on PA Average | Transaction Multiple |
| PA | City of York | Pennsylvania-American Water Company | 74,671.33 | \$ | 320,039,604 | \$ | 462,832.120 |

Appendix A-5.2 (ScottMadden)

City of York
 Potential Purchase - DCF Analysis
Traditionally Financed Investor-Owned Entity

Assumptions:

WACC 6.84%
 Rate increases 4.00%
 Outside City Population Growth (Starting 2021) 0.38%
 Outside City Population Growth (2019-2020) 0.27%
 Inflation 2.2%
 Projected Rate Increase for 2021 (Inside City) 41.25%

| | PROJECTED 2045 | PROJECTED 2046 | PROJECTED 2047 | PROJECTED 2048 | PROJECTED 2049 | PROJECTED Perpetuity |
|--------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------------|
| | Rate Increase | Rate Increase | Rate Increase | Rate Increase | Rate Increase | Rate Increase |
| REVENUES | | | | | | |
| Charges for Services (Inside City) | \$ 23,105,139 | \$ 24,029,344 | \$ 24,990,518 | \$ 25,990,139 | \$ 27,029,744 | \$ 28,110,934 |
| Charges for Services (Outside City) | 33,528,007 | 35,003,188 | 36,543,274 | 38,151,121 | 39,829,711 | 41,582,157 |
| Rental Income | - | - | - | - | - | - |
| Revenue from other Local Governments | 117,596 | 120,184 | 122,828 | 125,530 | 128,291 | 131,114 |
| Miscellaneous Income | 1,698,156 | 1,735,515 | 1,773,696 | 1,812,718 | 1,852,598 | 1,893,355 |
| Investment Income | \$ 58,448,898 | \$ 60,888,231 | \$ 63,430,316 | \$ 66,079,507 | \$ 68,840,344 | \$ 71,717,559 |
| Total Operating Revenues | | | | | | |
| EXPENSES | | | | | | |
| Personnel Services | \$ 5,191,316 | \$ 5,305,525 | \$ 5,422,246 | \$ 5,541,536 | \$ 5,663,449 | \$ 5,788,045 |
| Utilities | 1,291,072 | 1,319,476 | 1,348,504 | 1,378,171 | 1,408,491 | 1,439,478 |
| Treatment Costs | 6,300,456 | 6,439,066 | 6,580,726 | 6,725,502 | 6,873,463 | 7,024,679 |
| Contractual Services | 3,680,876 | 3,761,856 | 3,844,616 | 3,929,198 | 4,015,640 | 4,103,985 |
| Professional Services | 702,973 | 718,439 | 734,244 | 750,398 | 766,907 | 783,778 |
| Materials and Supplies | 1,981,193 | 2,024,779 | 2,069,324 | 2,114,849 | 2,161,376 | 2,208,926 |
| Sludge | 744,533 | 760,913 | 777,653 | 794,761 | 812,246 | 830,115 |
| Administrative | 2,851,340 | 2,914,069 | 2,978,179 | 3,043,699 | 3,110,660 | 3,179,095 |
| Health Insurance Claims | - | - | - | - | - | - |
| Insurance Premiums | - | - | - | - | - | - |
| Workers' Compensation Insurance | - | - | - | - | - | - |
| Miscellaneous | 4,121,609 | 4,212,285 | 4,304,955 | 4,399,664 | 4,496,457 | 4,595,379 |
| TOTAL OPERATING EXPENSES | | | | | | |
| Income Before Taxes | \$ 26,865,369 | \$ 27,456,407 | \$ 28,060,448 | \$ 28,677,778 | \$ 29,308,689 | \$ 29,953,480 |
| TOTAL CAPITAL EXPENDITURES | | | | | | |
| Income Before Taxes | \$ 31,583,529 | \$ 33,431,824 | \$ 35,369,868 | \$ 37,401,730 | \$ 39,531,656 | \$ 41,764,079 |
| CASH FLOW | | | | | | |
| Period | 24.5 | 25.5 | 26.5 | 27.5 | 28.5 | 29.5 |
| PW Factor | 0.1977 | 0.1850 | 0.1732 | 0.1621 | 0.1517 | 0.1420 |
| PW/CF | \$ 5,603,968 | \$ 5,574,027 | \$ 5,540,233 | \$ 5,502,869 | \$ 5,462,213 | \$ 5,422,213 |
| Value - Perpetuity | | | | | | |